Donald R. Schwer III, Enforcement Investigator U.S. Environmental Protection Agency, Region 5 Superfund & Emergency Management Division Enforcement Support Section, SE-5J 77 West Jackson Boulevard Chicago, IL 60604-3590

984797

Re: Silbert Watch Company 1409 Dundee Avenue, Elgin, Kane County, Illinois Site/Spill Identifier (SSID): C5RG General Notice of Potential Liability and Request for Information

Habitat for Humanity of Northern Fox Valley first learned of a potential issue at this Site when attempting to obtain a building permit from the City of Elgin in April of 2018. Habitat for Humanity of Northern Fox Valley is the party who reached out to the Illinois Emergency Management Agency on November 29, 2018 which subsequently led to a request for the U.S. Environmental Protection Agency's assistance with investigating whether there were hazardous substances on the property. A detailed account of the events is included below.

Response to information requested concerning the Site follows:

1. Identify all persons consulted in the preparation of the answers to these requests.

Barbara Beckman, Tom Clausen, Jerry Pietryla

2. Identify all documents consulted, examined, or referred to in the preparation of the answers to these requests and provide copies of all such documents.

Below is a chronological list of documents consulted, examined, or referred to in the preparation of the answers to questions. Documents have been named (Exhibit A, B etc.) and attached in alphabetical order.

March 3, 2017: Habitat for Humanity of Northern Fox Valley purchased the property for \$19,000 from Greco Real estate, Inc. Closing completed. **EXHIBIT A.**

April 19, 2017: Deed Recorded in Kane County, Illinois. **EXHIBIT B.**

August 25, 2017: Agreements signed between Habitat for Humanity of Northern Fox Valley and Architect (Allen & Pepa) & Engineer (Condon), to develop drawings necessary for building permit from the City of Elgin. **EXHIBIT C.**

September 13, 2017: Geotechnical Investigation Report completed by Soil and Material Consultants, Inc. **EXHIBIT D.**

April 9, 2018: Building Permit Application and required drawings submitted to City of Elgin by Habitat for Humanity of Northern Fox Valley. **EXHIBIT E.**

May 4, 2018: Habitat for Humanity of Northern Fox Valley notified via email by Matt Falco (Plan Examiner- City of Elgin) that this plot is zoned improperly and would need to go through the City's re-zoning process. **EXHIBIT F.**

June 4, 2018: Mr. Damir Letinovic (City of Elgin – Senior Planner, Community Development) called Habitat for Humanity of Northern Fox Valley regarding the rezoning meeting date but also suggested that we conduct an environmental study on the property. He stated that a member of his staff remembered an incident in the news about ground contamination by a watch manufacturer adjacent to and possibly on our site. **EXHIBIT G.**

June 18, 2018: Signed Contract between Habitat for Humanity of Northern Fox Valley and Stateline Environmental to conduct a Phase I Environmental Study on subject property. **EXHIBIT H.**

July 17, 2018: Habitat for Humanity of Northern Fox Valley received Stateline Environmental Phase I Report. Executive Summary provided. **EXHIBIT I.**

November 29, 2018: Habitat for Humanity of Northern Fox Valley contacted Kelly Grahn and Kelly Horn of Illinois Emergency Management Agency, Division of Nuclear Safety and subsequently requested a "Walk Over Survey." **EXHIBIT J.**

October 18, 2019: Kelly Horn's letter to Mr. Mike Ribordy of the U.S. EPA, Region 5 Chief, asking for an "On-Scene Coordinator" to be assigned to this site. **EXHIBIT K.**

February 10, 2020: Mr. Dan Haag of the U.S. EPA Region 5 (On-Scene Coordinator) requested Habitat for Humanity of Northern Fox Valley sign an "Access Agreement." Habitat **EXHIBIT L.**

February 12, 2020: Consent for Access to Property signed by Habitat for Humanity of Northern Fox Valley. **EXHIBIT M.**

October 29, 2021: Kelly Horn notified Habitat for Humanity of Northern Fox Valley that Mr. Jim Mitchell from USEPA is now the contact person for all issues regarding this site. **EXHIBIT N.**

May 2, 2022: Mr. Jim Mitchell notified Habitat for Humanity of Northern Fox Valley that he took over management of the site assessment and would schedule the assessment within the next couple of months. **EXHIBIT O.**

June 22, 2022: Mr. Jim Mitchell notified Habitat for Humanity of Northern Fox Valley that EPA's "Subsurface Investigation" will occur the week of July 11th. **EXHIBIT P.**

November 10, 2022: Mr. Donald R. Schwer III's General Notice of Potential Liability and Request for Information letter received by Habitat for Humanity of Northern Fox Valley. **EXHIBIT Q.**

3. State the dates during which you owned, operated, or leased the Site.

Habitat for Humanity of Northern Fox Valley has owned the Site since March 3, 2017. **EXHIBIT A.**

4. Did you know about Radiological contamination at the Site prior to purchasing the property?

No, Habitat for Humanity of Northern Fox Valley did not know about Radiological contamination at the Site prior to purchasing the property. Neither the Seller, nor the Realtor, disclosed any information regarding radiological contamination at the Site. The Residential Real Property Disclosure Report signed by the Seller does not list any material defects on the property. **EXHIBIT A.**

5. Did you acquire the parcels of the Site after the disposal or placement of the hazardous substances on, in, or at the Site? Describe all the facts on which you base the answer to the preceding question.

Yes, from information gathered after the acquisition, the hazardous substances were on the Site prior to the purchase on March 3, 2017. See Environmental Phase I report. **EXHIBIT I.**

6. Describe all investigations of the Site you undertook prior to acquiring the Site and all of the facts on which you base the answer to the preceding questions.

No investigation was done prior to acquiring the Site other than a title search.

7. Provide copies of all reports, investigations or environmental site assessments done at the Site regarding soil, water, geology, hydrology, or air quality.

Geotechnical Investigation Report completed by Soil and Material Consultants, Inc. on 9/13/2017. **EXHIBIT D.**

Environmental Phase I Report completed by Stateline Environmental on 7/17/2018. **EXHIBIT I.**

8. Identify and describe any spills, releases, fires, or other disposal that occurred at the Site, including the dates.

No spills, releases, fires, or other disposal occurred at the Site during Habitat for Humanity of Northern Fox Valley's ownership.

Sincerely,

Barbara Beckman
Executive Director

Buhman





MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1



1	 THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties". 		
2	Buyer Name(s) [please print] Habitat for Humanity of NFV		
3	Cross DFal Paters Inc		
4	If Dual Agency Applies, Complete Optional Paragraph 31.		
5	2. THE REAL ESTATE: Real Estate shall be defined as the property, all improvements, the fixtures and Persona		
6	Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate		
7	with approximate lot size or acreage of 77' X 137' X 138' X 77' commonly known as:		
8	670 Stewart AVE ELGIN IL 60120		
9	Address: City State Zip		
10	Kane 0601429002		
11	County Unit I (If applicable) Permanent Index Number(s) of Real Estate		
12	If Condo/Coop/Townhome Parking is Included: # of spaces(s); identified as Space(s) #;		
13	[check type] deeded space, PIN: limited corement assigned space.		
14	3. PURCHASE PRICE: The Purchase Price shall be \$ 18500 19,000 bb grant fter the payment o		
15	Earnest Money as provided below, the balance of the Purchase Price, as adjusted by provenions, shall be paid a		
16	Closing in "Good Funds" as defined by law.		
17	4. EARNEST MONEY: Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one]:		
18	Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee".		
19	Initial Earnest Money of \$ 1000 shall be tendered to Escrowee on or before 4 day(s) after Date		
20	of Acceptance. Additional Earnest Money of \$shall be tendered by20		
21	5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST: All of the fixtures and included Personal		
22	Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance		
23 24	unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at		
25	Closing [Check or enumerate applicable items]:		
26	Refrigerator Central Air Conditioning Central Humidifier Light Fixtures, as they exist		
27	Oven/Range/Stove Window Air Conditioner(s) Water Softener (owned) Built-in or attached shelving		
28	Microwave Ceiling Fan(s) Sump Pump(s) All Window Treatments & Hardware		
29	Dishwasher Intercom System Electronic or Media Air Filter(s) Existing Storms and Screens		
30	Garbage Disposal Backup Generator System Central Vac & Equipment Fireplace Screens/Doors/Grates		
12	Trash Compactor Satellite Dish Security System(s) (owned) Fireplace Gas Log(s) Washer Dutdoor Shed Garage Door Opener(s) Invisible Fence System, Collar & Box		
3	Dryer Planted Vegetation with all Transmitters Smoke Detectors		
4	Attached Gas Grill Outdoor Play Set(s) All Tacked Down Carpeting Carbon Monoxide Detectors		
5	Other Items Included at No Additional Cost: None		
6			
7	Items Not Included: None		
8			
9	Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in		
0	operating condition at Possession except: None		
1	A system or item shall be deemed to be in operating condition if it performs the function for which it is		
2	intended, regardless of age, and does not constitute a threat to health or safety.		
3	If Home Warranty will be provided, complete Optional Paragraph 34.		
	Buyer Initial Seller Initial Seller Initial Seller Initial		
	10:39PM FST		
	Address: 670 Stewart AVE ELGIN IL 60120 v6.1		

Page 1 of 13

44 45 46	6. CLOSING: Closing shall be on				
47 48 49	7. POSSESSION: Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.				
50	8. MORTGAGE CONTINGENCY: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) OR				
51	Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE.				
52	This Contract is contingent upon Buyer obtaining a [check one] fixed; adjustable; [check one] conventional;				
53	FHA/VA (if FHA/VA is chosen, complete Paragraph 37); a otherloan for%				
54	of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an				
55	adjustable rate mortgage used) not to exceed% per annum, amortized over not less than years.				
56	Buyer shall pay loan origination fee and/or discount points not to exceed % of the loan amount. Buyer				
57 58	shall pay usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 35 if closing cost credits apply).				
59 60	Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance; failure to do so shall constitute an act of Default under this Contract. [Complete both a) and b)]:				
61	a) Not later than				
62	the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution				
63					
64	in the rules of the Consumer Financial Protection Bureau and has paid all lender application and appraisal				
65	fees. If Buyer is unable to provide such written evidence, Seller shall have the option of declaring this				
66	Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date				
67	specified herein or any extension date agreed to by the Parties in writing.				
68	b) Not later than 20 (if no date is inserted, the date shall be sixty (60) days after the				
69 70	Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has received a written mortgage commitment for the loan referred to above. If Buyer				
71	is unable to provide such written evidence either Buyer or Seller shall have the option of declaring this				
72	Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date				
73	specified herein or any extension date agreed to by the Parties in writing.				
74	A Party causing delay in the loan approval process shall not have the right to terminate under either of the				
75	preceding paragraphs. In the event neither Party elects to declare this Contract terminated as of the latter of				
76	the dates specified above (as may be amended from time to time), then this Contract shall continue in full				
77	force and effect without any loan contingencies.				
78	Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or				
79	closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this				
80	paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the				
81	loan is conditioned on the sale and/or closing of Buyer's existing real estate.				
82	9. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:				
83	[check one] has _has not received a completed Illinois Residential Real Property Disclosure;				
84	[check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";				
85	[check one] has not received a Lead-Based Paint Disclosure; [check one] has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";				
86	and the second				
	Buyer Initial Seller Initial Seller Initial Seller Initial				
	Buyer Initial Seller Initial Seller Initial Seller Initial Seller Initial V02/10/17 Seller Initial V06.1				

87	[check one] has has not received the Disclosure of Information on Radon Hazards.
87 88 89 90 91 92 93 94 95 96 97 98 99 100 101	10. PRORATIONS: Proratable items shall include without limitation, rents and deposits (if any) from tenants. Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$
103 104	11. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:
105	a) Approve this Contract; or
106 107 108 109	 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract plant and residence.
110111112	shall be null and void; or d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void and this Contract shall remain in full force and effect.
113 114 115	Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 11 c). If Notice is no served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.
116 117 118 119 120 121 122 123	 12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: Buyer may conduct at Buyer's expense (unless otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect infestation. a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects and are not a part of this contingency. The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this paragraph. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of
124 125 126 127 128 129	negligence of Buyer or any person performing any inspection. The home inspection shall cover only the major components of the Real Estate, including but not limited to central heating system(s), central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors appliances and foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. It radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial ______ Buyer Initial ______ Address: 670 Stewart AVE ELGIN IL 60120 Page 3 of 13

- b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which
 Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports
 within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard
 inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance
 written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either
 Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be
 null and void.
- 137 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection 138 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller 139 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice 140 shall not include any portion of the inspection reports unless requested by Seller.
- d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.
- 13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an
 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
- Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not
- served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract
- 149 shall remain in full force and effect.
- 150 14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is
- 151 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
- 152 Seller within ten (10) Business Days after the Date of Acceptance or by the time specified in Paragraph 8 b),
- 153 whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full
- 154 force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property
- 155 Disclosure Act.
- 156 15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: (If applicable) The Parties agree that the terms
- 157 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
- 158 conflicting terms.

Page 4 of 13

- 159 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions
- imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.
- b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all
 special assessments confirmed prior to the Date of Acceptance.
- 167 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between 168 the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement 169 relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.
- d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
 upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but
 no later than the time period provided for by law. This Contract is subject to the condition that Seller be able

Buyer Initial Buyer Initial Address: 670 Stewart AVE ELGIN IL 60120	Seller Initial O2/10/17 Seller Initial
Address: 070 Stewart AVE ELGIN IL 00120	<i>v</i> 6.1

- to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to
 purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal
 appearance of Buyer or additional documentation, Buyer agrees to comply with same.
- 176 In the event the documents and information provided by Seller to Buyer disclose that the existing 177 improvements are in violation of existing rules, regulations or other restrictions or that the terms and 178 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or 179 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then 180 Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the 181 receipt of the documents and information required by this Paragraph, listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have 182 183 waived this contingency, and this Contract shall remain in full force and effect.
- 184 f) Seller shall not be obligated to provide a condominium survey.
- 185 g) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.
- 186 16. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and
 187 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
 188 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller
 189 (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject
 190 only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they
 191 do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and
 192 payable at the time of Closing.
- 193 17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:
 - a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a preclosing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the Party designated in such ordinance.
- b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.
 - 18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.
- 19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of

Buyer Initial Buyer Initial Seller Address: 670 Stewart AVE ELGIN IL 60120	Initial Seller Initial v6.
	10:39PM EST

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- 216 Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more
- 217 than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to
- 218 practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of
- 219 improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set
- 220 monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked
- 221 or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's
- 222 seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a
- 223 boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.
- 224 20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior to delivery of the deed the
- 225 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
- 226 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
- 227 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
- 228 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
- 229 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
- 230 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois
- shall be applicable to this Contract, except as modified by this paragraph.
- 232 21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean
- 233 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real
- 234 Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate,
- 235 fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and
- 236 included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear
- 237 and tear excepted.
- 238 22. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for
- 239 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
- 240 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
- 241 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes
- 242 shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after
- 243 proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's
- 244 obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess
- 245 promptly upon demand.
- 24. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing.
- 247 Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any
- 248 written notice from any association or governmental entity regarding:
- 249 a) zoning, building, fire or health code violations that have not been corrected;
- 250 b) any pending rezoning;
- 251 c) boundary line disputes;
- 252 d) any pending condemnation or Eminent Domain proceeding;
- e) easements or claims of easements not shown on the public records;
- 254 f) any hazardous waste on the Real Estate;
- 255 g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
- 256 h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
- 257 i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.
- 258 Seller further represents that:

Buyer Initial _____ Buyer Initial _____ Address: 670 Stewart AVE ELGIN IL 60120 Seller Initial

Seller Initial

259	[Initials] There [check one] is is not a pending or unconfirmed special assessment
260	affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
261	The Real Estate [check one] is is not located within a Special Assessment Area or
262	Special Servace strea, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
263	All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
264	matters that require modification of the representations previously made in this Paragraph 23, Seller shall
265	promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
266	terminate this Contract by Notice to Seller and this Contract shall be null and void.

- 24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.
- 25. FACSIMILE OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of 269 executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall 270 271 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be 272 produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually 273 274 agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually 275 acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail. 276
- 26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this
 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
 competent jurisdiction."
- In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:
 - a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
 - b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.
- 27. NOTICE: Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all
 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:
- 300 a) By personal delivery; or

Buyer Initial 60 Buyer Initial	Seller Initial Oznonz Seller Initial	
Address: 670 Stewart AVE ELGIN IL 60120	10:39PM EST	
D7-C13		

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- By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except
 as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 303 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
 304 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted
 305 during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after
 306 transmission; or
- d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
 following deposit with the overnight delivery company.
- 28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties
 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to
 collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.
- 29. CHOICE OF LAW AND GOOD FAITH: All terms and provisions of this Contract including but not limited to the
 Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and
 are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

		OPTIONAL PROV	/ISIONS (Applicable ONLY if initial	led by all Parties)	
(Initials)		31. CONFIRM	ATION OF DUAL AGENCY: The I	Parties confirm that they	y have previously
conser	nted to_		(Lice	nsee) acting as a Dual A	gent in providing
			pecifically consent to Licensee ac		
transa	ction re	eferred to in this Contract.			-
		32. SALE OF BUYER	S REAL ESTATE:		
a) RE	PRESE	ENTATIONS ABOUT BUYER'S	REAL ESTATE: Buyer represents	s to Seller as follows:	
1)	Buyer	owns real estate (hereinafter	r referred to as "Buyer's real estat	te") with the address of:	
Addres	S		City	State	Zip
2)	Buyer	[check one] has has no	ot entered into a contract to sell Bu	ıyer's real estate.	
	If I	Buyer has entered into a con	tract to sell Buyer's real estate, th	at contract:	
	a)	[check one] is is not s	ubject to a mortgage contingency	·.	
	b)	[check one] is is not s	ubject to a real estate sale conting	gency.	
	c)	[check one] is is not s	ubject to a real estate closing con-	tingency.	
3)	Buyer	r [check one] has has r	not listed Buyer's real estate for s	ale with a licensed real	estate broker and
	in a lo	cal multiple listing service.			
4)	If Buy	ver's real estate is not listed	for sale with a licensed real esta	ate broker and in a loca	al multiple listing
Ξ)					1

Buyer Initial ______ Buyer Initial ______ Address: 670 Stewart AVE ELGIN IL 60120

Seller Initial



Seller Initial _

342			a) Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple		
343	•				
344					
345			Broker's Address: Phone:		
346			b) Does not intend to list said real estate for sale.		
347					
348		1)	This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that		
349			is in full force and effect as of 20 Such contract should provide for a closing		
350			date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set		
351			forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this		
352			Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's		
353			real estate is not served on or before the close of business on the date set forth in this subparagraph,		
354			Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this		
355			Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must		
356			be completed.)		
357		2)	In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32		
358			b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real		
359			estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of		
360			Buyer's real estate on or before 20 If Notice that Buyer has not closed the sale		
361			of Buyer's real estate is served before the close of business on the next Business Day after the date set		
362			forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described		
363			in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this		
364			Paragraph 32, and this Contract shall remain in full force and effect.		
365		3)	If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in		
366			Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall,		
367			within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part		
368			of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract		
369			shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served		
370			within the time specified, Buyer shall be in default under the terms of this Contract.		
371	c)	SEL	LER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency,		
372		Selle	er has the right to continue to show the Real Estate and offer it for sale subject to the following:		
373			If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in		
374			Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have		
375			hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to		
376			Paragraph 32 d).		
377			Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served		
378			on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice should		
379			be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies		
380			shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all		
381			Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:		
382			a) By personal delivery effective at the time and date of personal delivery; or		
383		1	b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be		
384			effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or		
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	Buye	er In	nitial Buyer Initial Seller Initial Seller Initial v6.1		
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	an delivery or at 4:00 P.M.				
	c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M.				
385	c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery company, Chicago time on the next delivery day following deposit with the overnight delivery company,				
386	Chicago time on the there and effect.				
387	whichever his occurs. Whichever his occurs of Paragraph 32 d) then this Contract shall remain in this local time period by				
388	whichever first occurs. 3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect. 4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by				
389	A) If the confingencies set total at tamber				
390	Buyer, this Contract shall be null and void. Buyer, this Contract shall be null and void. Notices shall be made in the manner provided by				
391	Buyer, this Contract shall be null and void. 5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by				
392	Paragraph 27 of this Contract. Paragraph 27 of this Contract.				
393	Paragraph 27 of this Contract. 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or				
394	representative.				
395	representative. d) WAIVER OF PARAGRAPH 32 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in waiver of paragraph 32 contingencies in the continue				
396	WAIVER OF PARAGRAPH 32 CONTINGENCIES: Buyer shall be deemed to late the Escrowee additional earnest Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest in the form of a cashier's or certified check within the time				
397	Paragraph 32 b) when Buyer has delivered written waiver and deposited with 25 and the sime money in the amount of \$ in the form of a cashier's or certified check within the time money in the amount of \$ in the form of a cashier's or certified check within the time specified, the waiver shall be				
398	emocified If Rover falls to deposit the additional control				
399					
	The second people of the second people of seller or seller's agent to verify representations				
400	e) BUYER COOPERATION REGULARD. Buyer authorized on providing relevant information. in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.				
401	DEAL ESTATE CONTRACT: In the event either Party has entered				
402	into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before				
403	into a prior real estate contract, this Contract shall be subject to written cancelled within the time specified, this				
404					
405	Contract shall be null and void. Seller's notice to the purchaser under the prior contract should not be served				
406	until after Attorney Review and Professional Inspections provisions of this Contract have expired, been				
407	satisfied or waived.				
408	34. HOME WARRANTY: Seller shall provide at no expense to Buyer a Home Warranty at a cost				
409	of \$ Evidence of a fully pre-paid policy shall be delivered at Closing.				
410	35. CREDIT AT CLOSING: Provided Buyer's lender permits such credit to show on the HUD-1				
411	Settlement Statement or Closing Disclosure, and if not, such lesser amount as the lender permits, Seller agrees to				
412	credit \$ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.				
413	36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING				
414	ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8				
415	SHALL NOT APPLY [CHOOSE ONLY ONE]:				
416	a) Dr. Transaction With No Mortgage (All Cash): If this selection is made, Buyer will pay at closing,				
417	in the forth of Good Funds" the difference (plus or minus prorations) between the Purchase Price and the				
418	amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the				
419	Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees				
420	to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such				
421	financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the				
422	availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied				
423	with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether				
424	intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a				
425	material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally.				
426	Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or				
427	closing of Buyer's existing real estate.				
	Buyer Initial Seller Initial Seller Initial				
	CTO CANANA AND THE COURT COMPANY				
	Page 10 of 13				

428	b) _	Transaction, Mortgage Allowed: If this selection is n	nade, Buyer will pay at closing, in the				
429	f	form of "Good Funds" the difference (plus or minus prorations) between	n the Purchase Price and the amount of				
430	the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offe						
431	that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the						
432	above representation upon the reasonable request of Seller and to authorize the disclosure of such financial						
433		information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the					
434		availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and					
435		promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but					
436		not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or					
437		minus prorations) to close this transaction. Such cooperation shall include					
438		of all of Seller's pre-closing obligations under this Contract. This Con					
439		Buyer obtaining financing. Buyer understands and agrees that, so lo					
440		Seller's obligations under this Contract, any act or omission outside of the					
441		or not, that prevents Buyer from satisfying the balance due from Buyer					
442			W SALES OF SALES				
443		breach of this Contract by Buyer. Buyer shall pay the title company					
444		provided in Paragraph 32, this Contract shall not be contingent upo existing real estate.	in the sale and/or closing of buyers				
444	е	existing real estate.					
445		37. VA OR FHA FINANCING: If Buyer is seeking VA or	r FHA financing, required FHA or VA				
446		nendments and disclosures shall be attached to this Contract. If VA, the F					
447	Insura	surance Premium (MIP) shall be paid by Buyer and <i>Icheck one</i> [—shall —shall not	be added to the mortgage loan amount.				
448		38. WELL OR SANITARY SYSTEM INSPECTIONS: Seller	shall obtain at Seller's expense a well				
449	water		-				
450	water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental						
451	Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to						
452	Closing, stating that the well and water supply and the private sanitary system are in operating condition with no						
453	defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that						
454	if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the						
455	Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by						
456	either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report						
457		commends additional testing after Closing, the Parties shall have the op	A				
458		itual cost allocation for necessary repairs or replacements, or either Party	5				
459		osing. Seller shall deliver a copy of such evaluation(s) to Buyer not less					
460	Closin		than terr (10) business Days prior to				
	CIOSII						
461		39. WOOD DESTROYING INFESTATION: Notwithstan					
462		thin ten (10) Business Days after the Date of Acceptance, Seller at Seller's ex	· · · · · · · · · · · · · · · · · · ·				
463	179	port, dated not more than six (6) months prior to the Date of Closing, by	할 것 같아. 그는 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그				
464		propriate state regulatory authority in the subcategory of termites, statin	177.14				
465	active	ive infestation by termites or other wood destroying insects. Unless other	wise agreed between the Parties, if the				
466	repor	oort discloses evidence of active infestation or structural damage, Buyer h	has the option within five (5) Business				
467	Days	ys of receipt of the report to proceed with the purchase or to declare this Co	ontract null and void.				
468		40. POST CLOSING POSSESSION: Possession shall be de	livered no later than 11:59 P.M. on the				
469	date t	te that is days after the date of Closing ("the Possession Date					
470		lities, contents and liability insurance, and home maintenance expenses u					
	D	5 bb 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	GRE CHARLES				
	Buyer	yer Initial Buyer Initial Seller Init dress: 670 Stewart AVE ELGIN IL 60120	tial O2/10/17 Seller Initial				
	MUUTE	UESS. VIV STOTICLE FIVE ELOUIT IE OU LEO	726.1				

471	deposit in escrow at Closing with	[check one] one percent (1%)			
472	of the Purchase Price or the sum of S				
473		per day for use and occupancy from and including the day after Closing to			
474		f Possession, if on or before the Possession Date;			
475		e (3) times the daily amount set forth herein shall be paid for each day after			
476		s paragraph that Seller remains in possession of the Real Estate; and			
477		elivery of Possession and provided that the terms of Paragraph 21 have been			
478		his paragraph shall not be limited to the amount of the possession escrow			
479		rein shall be deemed to create a Landlord/Tenant relationship between the Parties.			
	-				
480		ITION: This Contract is for the sale and purchase of the Real Estate in its "As			
481		Buyer acknowledges that no representations, warranties or guarantees with			
482	-	tate have been made by Seller or Seller's Designated Agent other than those			
483		ler. Buyer may conduct an inspection at Buyer's expense. In that event, Seller			
484	7	Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold			
485		loss or damage caused by the acts of negligence of Buyer or any person			
486		event the inspection reveals that the condition of the Real Estate is			
487		notifies Seller within five (5) Business Days after the Date of Acceptance,			
488		Buyer's notice SHALL NOT include a copy of the inspection report, and			
489		the inspection report to Seller absent Seller's written request for same.			
490	•	conduct said inspection operates as a waiver of Buyer's right to terminate			
491		ad this Contract shall remain in full force and effect. Buyer acknowledges			
492	that the provisions of Paragraph 12 and	I the warranty provisions of Paragraph 5 do not apply to this Contract.			
493	42. SPECIFIED PA	ARTY APPROVAL: This Contract is contingent upon the approval of the Real			
494	Estate by	*			
495	Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's Specified				
496	Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall				
497		ed within the time specified, this provision shall be deemed waived by the			
498	Parties and this Contract shall remain i	n full force and effect.			
499	43. INTEREST	BEARING ACCOUNT: Earnest money (with a completed W-9 and other			
500	required forms), shall be held in a fed	erally insured interest bearing account at a financial institution designated			
501	by Escrowee. All interest earned on th	e earnest money shall accrue to the benefit of and be paid to Buyer. Buyer			
502	shall be responsible for any admini	strative fee (not to exceed \$100) charged for setting up the account. In			
503		rect Escrowee to close the account no sooner than ten (10) Business Days			
504	prior to the anticipated Closing date.				
505	44. MISCELLANE	OUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the			
506		agreement consistent with the terms and conditions set forth herein, and			
507		y deern necessary, providing for one or more of the following [check applicable boxes]:			
508	Articles of Agreement for Deed	Assumption of Seller's Mortgage Commercial/Investment			
509	or Purchase Money Mortgage	Cooperative Apartment New Construction			
510	Short Sale	Tax-Deferred Exchange			
	9				
	4-6	ORF.			
	Buyer Initial Buyer Initial Address: 670 Stewart AVE ELGIN IL	Seller Initial Seller Initial			
	Address: 670 Stewart AVE ELGIN IL	5 0120 10:39PM EST $v6.1$			

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Property Address: 670 Stewart Ave

Illinois Association of REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION, UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

City, State & Zip Code; Elgin, IL 60120
Seller's Name: Greco Real Estate Inc
This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 06/28/2016, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction. In this form, "arn aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected. The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property. The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.
YES NO N/A 1.
system, sprinkler system, and swimming pool). I am aware of material defects in the well or well equipment. I am aware of material defects in the heating, air conditioning, or ventilating systems. I am aware of material defects in the heating, air conditioning, or ventilating systems. I am aware of material defects in the heating, air conditioning, or ventilating systems. I am aware of material defects in the septic, sanitary sewer, or other disposal system. I am aware of material defects in the septic, sanitary sewer, or other disposal system. I am aware of unsafe concentrations of radon on the premises. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. I am aware of unine subsidence, underground pits, settlement, sliding, uphcaval, or other earth stability defects on the premises. I am aware of a structural defect caused by previous infostations of termites or other wood boring insects. I am aware of a structural defect caused by previous infostations of termites or other wood boring insects. I am aware of underground fuel storage tanks on the property. I am aware of bundary or lot line disputes. I am aware of bundary or lot line disputes. I am aware of bundary or lot line disputes. I am aware of bundary or lot line disputes. I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.
Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected. If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:
Check here if additional pages used: 💆

dottoop signature verification; vavv.dottoop.com/my/verification/QL-172486667-3-C1B2

Seller:	Schiller Schiller					07/0	THE TOTAL TOTAL		
Seller:									
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SUBSTITUTE PO NEGOTIATE. TO THAT IT DOES I FORMED BY A	HE FACT THA NOT EXIST. P	T THE SELLER ROSPECTIVE I	IS NOT AWA	RE OF A PAI	CTICULAR C	ONDITION (OR PROBLEM	I IS NO GU	ARANTEE
NEGOTIATE. TI	HE FACT THA NOT EXIST. P QUALIFIED P	T THE SELLER ROSPECTIVE I	IS NOT AWA	RE OF A PAI	CTICULAR C	ONDITION (OR PROBLEM	I IS NO GU	ARANTEE



ILLINOIS ASSOCIATION OF REALTORS® MOLD DISCLOSURE



*		
Printed Name(s) of Seller(s) Greco Real Es		1 2 20
Printed Name(s) of Buyer(s) Habit	nt for Humanity of Northernfor V	alley
Property Address 570 Stewart Ave Elgin, IL 60	0120	,
5		
1. SELLER DISCLOSURE. To the best	of Seller's actual knowledge, Seller represents:	
 The property described herein mildew and similar organisms 	n 🖵 has 🗖 has not been previously tested for molds, fungi, s ("molds");	
Note: If answer to a. is "has not," the if answer to a. is "has," then o	en skip b. and c. and go to Section #2. complete b. and c.	
b. The molds found 🗖 were 📮	were not identified as toxic or harmful molds;	
 With regard to any molds that those molds. 	were found, measures 🔲 were 🔲 were not taken to remove	
which the Seller is unaware and has rewhere there is excessive moisture, su there has been flooding. A profession an inspection specifically for molds to status. Neither Seller's agents nor Buy encouraged to satisfy themselves as the seller's seller's agents.	Molds, fungi, mildew, and similar organisms may exist in the property of no actual knowledge. These contaminant's generally grow in places ch as where leakage may have occurred in roofs, pipes, walls, or where all home inspection may not disclose molds. Buyer may wish to obtain more fully determine the condition of the Property and its environmental yer's agents are experts in the field of mold. The Buyers are strongly to the Property condition.	
acknowledge receipt of a copy thereol		
Seiter: Greco Real Estate Inc	dolbop werbed 07704/ 6 fbdri PM EDT RTTD WITH LORI - WYW	
Seller:		
Buyer: Darbary Sech m	a-, Executive Director 2/9/17	
Buyer:		



ILLINOIS ASSOCIATION OF REALTORS® DISCLOSURE OF INFORMATION ON RADON HAZARDS



(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

	's Disclosure (initial each of the following whic	h applies)
07,06/18 10,21PM EDT	(a) Elevated radon concentrations (above E are known to be present within the dwell	PA or IEMA recommended Radon Action Level) ing. (Explain).
DWOGAS 1021PM EDT	(b) Seller has provided the purchaser with the elevated radon concentrations within the	ne most current records and reports pertaining to dwelling.
9705/15 1021PMEDT	(c) Seller either has no knowledge of elevate elevated radon concentrations have bee	ed radon concentrations in the dwelling or prior n mitigated or remediated.
07/08/16 10/21PM EDT	(d) Seiler has no records or reports pertaining.	ng to elevated radon concentrations within the
Purch	aser's Acknowledgment (initial each of the folio	owing which applies)
	(e) Purchaser has received copies of all info	rmation listed above.
	(f) Purchaser has received the IEMA appro-	ved Radon Disclosure Pamphlet.
The fo	cation of Accuracy Slowing parties have reviewed the information above owledge, that the information he or she has provide	
Seller	A Q (Comp. Q	Cotico verillad Cottanate. Cotico verillad Control to 10219 M EDT UEQ-925-NOS-WHYKS
Seller		
Purch	aser Barbar Dechmin, Ex	ceutre Director 49/11
Purch		
Agent	Agubith After	doticop without 02/20/6 a 72:44M EDT 91/MG-UZV/T+I FFT-12/7
Agent	andy Ich burd	2-9-17
	Property Address: 670 Stewart Ave	
	City, State, Zip Code: Elgin, IL 60120	



ILLINOIS ASSOCIATION OF REALTORS® DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk essessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Рюренту Апо	ress 670 Stewart Ave Elgi	n, IL 60120	- the second sec		_
Seller's Disc	losure (Initial)				
olosus (a) Pr	esence of lead-based paint	and/or lead-based pa	int hazards (check	one below);	
TO SEPTIMENT	Known lead-based paint	and/or lead-based pai	nt hazards are pre	sent in the housing (explain):	
	- 31	9 H TO 1			
ر ا	1 Seller has no knowledge	of lead-based naint at	od/or lead-based n	aint hazards in the housing.	
manua (b) Re	ecords and Reports available			ALL HOLLINGS	
10-21 PM EDV		•	•	ports pertaining to lead-base	rd naint
ے ا	and/or lead-based paint l				
3	1				
	Seller has no reports or re in the housing.	scords pertaining to le	ad-based paint and	Vor lead-based paint hazards	,
, Rurchaser's	kcknowledgment (înitial)				
(c) Pu	rchaser has received copies	e of all information lists	ed above.		
(d) Pu	rchaser has received the pa	emphiet Protect Your I	Family From Lead i	n Your Home.	
(e) Pu	rchaser has (check one bal	ow):			
1'	Received a 10-day opporting the presence			conduct a risk assessment of hazards; or	or
E	Weived the opportunity to paint and/or lead-based p	conduct a risk assess aint hazards.	ment or inspection	for the presence of lead-bas	ed
Agent's Ackn	owledgment (initial)				
06/28/16 (f) Age	NATA OF THE PROPERTY OF THE PR		ns under 42 U.S.C.	4852d and is aware of his/he	er
Certification o	f Accuracy				
The following p		formation above and o	ertify to the best of	their knowledge, that the info	ormation
Seller Park	o Estate Inc	dedicop revisied 07/05/16 10/21PM EDT PQZE-REA P-VYSK-ERAC	Purchaser DU	bar Duhmar	1, 2-9-11
Seller			Purchaser E	xeast ve Dire	it
Agent auch Rich	P. C.	distance Harified OLIZZA & TZZ: AM EDT SEME-MYUD-ADTE-HDQB	Agent Aff	y Gellelle	2-9-17
	orm should be attached to the	Contract to Purchase)	11	1	
10 TO	3) COPYRIGHT ILLINOIS ASSOC	25 minustras e	U	(1/1
	.,				

WARRANTY DEED ILLINOIS STATUTORY

MAIL TO AFTER RECORDING:

Helmut Gerlach, Esq. Ex. 6 - PII

Barrington, IL-60010

(The Above Space for Recorder's Use Only)

THE GRANTOR Greco Real Estate, Inc., an Illinois corporation, of 351 Comstock Drive, Elgin, IL 60120 for and in consideration of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable considerations in hand paid, CONVEYS AND WARRANTS to Habitat for Humanity of Northern Fox Valley, an Illinois not for profit corporation, the following described real estate situated in the County of Kane, in the State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

Permanent Index Number(s): 06-01-429-002-0000

Property Address: 670 Stewart Avenue, Elgin, IL 60120

SUBJECT TO: Covenants, conditions and restrictions of record, private and utility easements and roads and highways, general taxes for the year 2017 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s).

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 3rd dayy Marce, 2017

GRECO REAL ESTATE, INC.

Neel Patel, President

State of) County of)SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Neel Patel, President of Greco Real Estate, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this <u>day of move</u>, 2017.

Commission Expires 20 19

Notary Public

OFFICIAL SEAL
VICKI JO SPOONER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-6-2019

NAME AND ADDRESS OF PREPARER: Karrsten Goettel, Esq. Ariano Hardy Ritt 2000 McDonald Road, Ste. 200 South Elgin, IL 60177 (847) 695-2400

SEND SUBSEQUENT TAX BILLS TO:

Habitat for Humanity of Northern Fox Valley, an Illinois not for profit corporation 670 Stewart Avenue 56 S. Gove Avenue Elgin, IL 60120

EXHIBIT A LEGAL DESCRIPTION

The East 77 feet of Lots 1 and 2 in Block 1 of Trout Park Subdivision, in the City of Elgin, Kane County, Illinois.



Sandy Wegman

Kane County Recorder 719 S. Batavia Ave., Bldg. C Geneva II, 60134

Phone: 630-232-5935 Fax: 630-232-5945

PLAT ACT AFFIDAVIT OF METES AND BOUNDS STATE OF ILLINOIS) COUNTY OF KANE) SS
, being duly sworn on oath,
states that affiant resides at Ex. 6 - P
And further states that: (please check the appropriate box)
A. That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or B. [] That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle the appropriate number)

- The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access;
- The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access;
- 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
- 4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access:
- The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
- Conveyances made to correct descriptions in prior conveyances;
- The sale or exchange of parcels or tracts of land following the division into no more than two (2)
 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new
 streets or easements of access;
- 9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
- 10. This conveyance is of land described in the same manner as title was taken by grantor(s).

AFFIANT further states that __he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kane County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This and day of More , 201

Signature of Notary Public VICKI JO SPOONER

NOTARY PUBLIC, STATE OF ILLINOIS

Signature of Affiant

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)) SS,
COUNTY OF KANE) 55,
	FIANT on oath, being first duly sworn, warrants to the grantee Humanity of Northern Fox Valley, an Illinois not for profit
grantor in the deed to the afore	he premises described below or in proceeds thereof or is the said grantee dated conveying the premises commonly known as 60120 and legally described as follows:
The East 77 feet of Lots 1 and Kane County, Illinois.	2 in Block 1 of Trout Park Subdivision, in the City of Elgin,
fully paid.	een furnished for premises within the last four months that is not
Chicago Title Insurance, Affia the title to premises, and no pro- judgment or decree been rende	, 2017 in the report on the title issued by ant has not done or suffered to be done anything that could affect occeedings have been filed by or against affiant, nor has any ared against affiant, nor is there any judgment note or other sudgment or decree against affiant within five days from the date
That all water taxes, except the assigned have been paid.	e current bill, have been paid, & that all the insurance policies
That this instrument is made to consummation of the purchase	of premises.
Affiant further states: Naught	
Dated this <u>32</u> day of <u>Mons</u>	, 20 <u>\^</u>
Greco Real Estate, Inc.	
· (1)	

STATE OF ILLINOIS)
) SS,
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Neel Patel, President of Greco Real Estate, Inc. personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered in the instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this and day of march, 2017

Notary Public

OFFICIAL SEAL
VICKI JO SPOONER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2, 6, 2010

CONSENT RESOLUTION OF A MAJORITY OF DIRECTORS OF GRECO REAL ESTATE, INC., AN ILLINOIS CORPORATION

The undersigned, being a majority of the Board of Directors of Greco Real Estate, Inc., an Illinois corporation ("Corporation"), do hereby consent to the adoption of the following resolutions on the date set forth below:

RESOLVED, that the Corporation enter into an agreement with the Corporation as Seller ("Agreement"), for the real property commonly known as 670 Stewart Avenue Elgin, IL 60120 ("Property"), with Habitat for Humanity of Northern Fox Valley, an Illinois not-for-profit corporation, as Purchaser of the Property is hereby approved; and

FURTHER RESOLVED, that Neel Patel, as President is hereby authorized and directed to execute and deliver all documents, and to take all actions, necessary or convenient to consummate the Agreement and the conveyance of the Property to the Purchaser as President of the Corporation; and

FURTHER RESOLVED, that this Unanimous Consent Resolution may be signed in several counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one (1) and the same instrument.

62

Dated: 8/1/17

Neel Patel

Manish Patel

1774 - 1 6 1

Rakesh Patel

Being all of the Directors of the Corpdration.

ALTA COMMITMENT FOR TITLE INSURANCE





17WNW144825EL

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

Ву:

Attest:

Secretary

President



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 17WNW144825EL

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:				
Chicago Title Company, LLC 2175 Point Boulevard, Suite 165 Elgin, IL 60123 Main Phone: (847)844-1166 Email: ctelgin@ctt.com	Chicago Title and Trust Company 2175 Point Boulevard, Suite 165 Elgin, IL 60123 Main Phone: (847)844-1166 Main Fax: (847)844-1775				

Issued By: Ariano Hardy Ritt

2000 McDonald Road, # 200 South Elgin, IL 60177

SCHEDULE A

ORDER NO. 17WNW144825EL

Property Ref.: 670 Stewart Ave, Elgin, IL 60120

1. Effective Date: February 8, 2017

2. Policy or (Policies) to be issued:

a. ALTA Owner's Policy 2006

Proposed Insured:

Habitat for Humanity of Northern Fox Valley

Policy Amount:

\$19,000.00

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

Greço Real Estate aka Greco Real Estate Inc.

5. The land referred to in this Commitment is described as follows:

THE EAST 77 FEET OF LOTS 1 AND 2 IN BLOCK 1 OF TROUT PARK SUBDIVISION, IN THE CITY OF ELGIN, KANE COUNTY, ILLINOIS.

END OF SCHEDULE A



Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

General Exceptions

1.

2.

3.

4.

5.

Rights or claims of parties in possession not shown by Public Records.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Easements, or claims of easements, not shown by the Public Records.

Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

Taxes or special assessments which are not shown as existing liens by the Public Records.

We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.

7. Note for Information: The coverage afforded by this commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the company have been fully paid.

A 8. Taxes for the years 2016 and 2017.

Taxes for the years 2016 and 2017 are not yet due or payable.

Permanent Tax No.: 06-01-429-002

Note: Taxes for the year 2015 amounting to \$1,455.10 are paid of record.

Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

WAIVED

(continued)

N 10.

The Company has examined the proceeding in Case No. 15TX 149 pursuant to the Annual Tax Sale (2011 Taxes) of the Land under the Property Tax Code, and notes the following:

A) The question of the willingness of the Company to insure title coming through the contemplated

proceeding should be submitted to an underwriter, and this commitment is subject to such further exceptions as

should be submitted to an underwriter, and this commitment is subject to such further exceptions as then

may be deemed necessary;

 B) Right of any interested party to have set aside, modified or reversed the judgments or orders entered in said case;

- C) Right, by reason of military service, of any person interested in the subject matter of the proceeding in said case to redeem within the time permitted by the Servicemembers Civil Relief Act;
- D) The Company should be furnished satisfactory evidence of the names of all parties in possession of the
 Land and the right(s) by which said possession is claimed;
- E) Defects or additional information, if any: None

B WAINED

The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: Greco Real Estate Inc.

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein.
 Said resolution should evidence the authority of the person(s) executing the conveyance or mortgage.
 - c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.



(continued)

The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: Habitat for Humanity of Northern Fox Valley

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein. Said resolution should evidence the authority of the person(s) executing the conveyance or mortgage.
 - c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

GJYIAW^D

City of Elgin lien for weed cutting and related document 2005K132341 for \$108 recorded November 2 2005.

Note: Your attention is directed to the provisions of Section 22-35 of the Property Tax Code, which provides that municipal advances under the police and welfare power must be reimbursed prior to the issuance of a tax deed.

-WAIVED

Municipal Real Estate Transfer Tax Stamps (or proof of exemption) must accompany any conveyance and certain other transfers or property located in Elgin. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.

EWED 15.

The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

G 16. By order in Case 96TX0097 and Document No. 97K016839, the land falls within an area for a special assessment to pay the cost of paying and otherwise improving Elgin Special Assessment Area III and is subject to same - please apply to City of Elgin finance dept as to status of payment(s) on such special assessment

H

17. Ordinance of City of Elgin as to redevelopment zone document 2010K025017

IWAIVE 18.

Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.

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(continued)

The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.

Note for additional information: the "Kane" county recorder requires that any documents presented for recording contain the following information:

- A. The name and address of the party who prepared the document;
- B. The name and address of the party to whom the document should be mailed after recording;
- C. All permanent real estate tax index numbers of any property legally described in the document;
- D. The address of any property legally described in the document;
- E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
- F. Any deeds conveying unsubdivided land, or, portions of subdivided land, may need to be accompanied by a properly executed "plat act affidavit."

All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation. (This note will be waived for policy).

END OF SCHEDULE B

Title Insurance Agent:

Ariano Hardy Ritt 2000 McDonald Road, # 200 South Elgin, IL 60177 Phone: (847)695-2400

Phone: (847)695-2400 Fax: (847)695-8397

Authorized Signatory

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CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title Insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be
 arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules
 at http://www.alta.org.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

Chicago Title and Trust Company

2175 Point Boulevard, Suite 165, Elgin, IL 60123 Phone: (847)844-1166 | FAX: (847)844-1775

MASTER STATEMENT

Settlement Date: March 3, 2017

Escrow Number:

Ex. 6 - PII

Disbursement Date: March 3, 2017

Escrow Officer: Rosanne O'Connor

Borrower: Habitat for Humanity of Northern Fox Valley (100.00000%)

Seller: Greco Real Estate, Inc. (100.00000%)

670 Stewart Ave Elgin, IL 60120

Property: 670 Stewart Ave

Elgin, IL 60120

Parcel ID(s): 06-01-429-002-0000

SELLE	ER		BORRO	WE	R
\$ DEBITS	\$ CREDITS		\$ DEBITS	\$	CREDITS
		FINANCIAL CONSIDERATION			
	19,000.00	Sale Price of Property	19,000.00		
		Deposit or earnest money			1,000.00
		Retained by Coldwell Banker (\$1,000.00)			
		Loan Amount			
		PRORATIONS/ADJUSTMENTS			
1,455.10		County Taxes 01/01/16 - 12/31/16			1,455.10
247.38		County Taxes 01/01/17 - 03/03/17			247.3
		TITLE & ESCROW CHARGES			
125.00		Title - Commitment Update Fee to Chicago Title Insurance Company			
		Title - CPL Fee to Buyer to Chicago Title Insurance Company	25.00		
50.00		Title - CPL Fee to Seller to Chicago Title Insurance Company			
250.00		Title - Escrow Fees to Chicago Title and Trust Company	250.00		
		Title - Policy Update Fee to Chicago Title Insurance Company	125.00		
3.00		Title - State of Illinois Policy Registration Fee to Chicago Title Insurance Company	*		
1,700.00		Title - Owner's Title Insurance to Arlano Hardy Ritt			
5		SE 287 - Policy Modification 4 to Chicago Title Company, LLC	0.00	-	
		Policies to be issued: Owners Policy Coverage: \$19,000.00 Premium: \$1,700.00 Version: ALTA Owner's Policy 2006			
		RECORDING CHARGES Recording Fees	57.00		
0.00			57.00		
0.00		County Transfer Tax to Chicago Title Company, LLC			
0.00		State Transfer Tax to Chicago Title Company, LLC			
		MISCELLANEOUS CHARGES			

MASTER STATEMENT - Continued

SELLER		SELLER				BORRO	WEF	3
\$	DEBITS	\$	CREDITS		\$	DEBITS	\$	CREDITS
				MISCELLANEOUS CHARGES (continued)			130522	
	425.00			Commission to Baird & Warner				
	1,020.00			Commission (incl EM amount) to Coldwell Banker				
	475.00			Sellers attorney fee to Ariano Hardy Ritt				
	375.00			Survey fee to Andrew Tobin & Associates				
	196.96			Weed Lien reimb to Elizabeth Riter				ă.
	6,322.44		19,000.00	Subtotals	77.25	19,457.00		2,702.48
				Balance Due FROM Borrower				16,754.52
	12,677.56			Balance Due TO Seller				
	19,000.00		19,000.00	TOTALS		19,457.00		19,457.00

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

BORROWER:

Greco Real Estate, Inc.

Habitat for Humanity of Northern Fox Valley

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Chicago Title and Trust Company

Settlement Agent

XITBIT B

WARRANTY DEED ILLINOIS STATUTORY

MAIL TO AFTER RECORDING:

Helmut Gerlach, Esq. **EX.** 6 -

Ex. 6 - PII

Barrington, IL 60010

OY WEGHAN - KANE COUNTY, IL

RECOKDED: 4/19/2017 02:41 PM REC FEE: 48.00 RHSPS FEE: 9.00

(The Above Space for Recorder's Use Only)

THE GRANTOR Greco Real Estate, Inc., an Illinois corporation, of 351 Comstock Drive, Elgin, IL 60120 for and in consideration of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable considerations in hand paid, CONVEYS AND WARRANTS to Habitat for Humanity of Northern Fox Valley, an Illinois not for profit corporation, the following described real estate situated in the County of Kane, in the State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

Permanent Index Number(s): 06-01-429-002-0000

Property Address: 670 Stewart Avenue, Elgin, IL 60120

SUBJECT TO: Covenants, conditions and restrictions of record, private and utility easements and roads and highways, general taxes for the year 2017 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s).

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 3 me day of Marce, 2017

GRECO REAL ESTATE, INC.

Veel Patel. President

Chicago Title Insurance Co. 1795 West State Street Geneva, Illinois 60134

Page 1 of 3

State of Sta

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Neel Patel, President of Greco Real Estate, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3 day of 4, 2017.

Commission Expires 20 19

Notary Public

OFFICIAL SEAL
VICKI JO SPOONER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-6-2019

NAME AND ADDRESS OF PREPARER: Karrsten Goettel, Esq. Ariano Hardy Ritt 2000 McDonald Road, Ste. 200 South Elgin, IL 60177 (847) 695-2400

CITY OF ELGIN
REAL ESTATE
TRANSFER STAMP
68415

Grantee Address + SEND SUBSEQUENT TAX BILLS TO:

Habitat for Humanity of Northern Fox Valley, an Illinois not for profit corporation 670 Stewart Avenue 56 S. grove Avenue Elgin, IL 60120

EXHIBIT A LEGAL DESCRIPTION

The East 77 feet of Lots 1 and 2 in Block 1 of Trout Park Subdivision, in the City of Elgin, Kane County, Illinois.



Sandy Wegman

Kane County Recorder 719 S. Batavia Ave., Bldg. C Geneva II, 60134

Phone: 630-232-5935 630-232-5945

PLAT ACT AFFIDAVIT O	OF METES AND BOUNDS
STATE OF ILLINOIS)	
COUNTY OF KANE)SS	
Nassel Patel	, being duly sworn on oath,
states that affiant resides a	Ex. 6 - PII
And further states that: (please check the appropri	ate box)
exchange is of an entire tract of land not being a p	ation of 765 ILCS 205/1(a), in that the sale or art of a larger tract of land; or ation of 765 ILCS 205/1(b) for one of the following

- 1. The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access;
- 2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access;
- 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
- 4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access:
- 5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access:
- 6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
- 7. Conveyances made to correct descriptions in prior conveyances;
- 8. The sale or exchange of parcels or tracts of land following the division into no more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access:
- 9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
- 10. This conveyance is of land described in the same manner as title was taken by grantor(s).

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kane County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This End day of Mone

TIEL TO SP VICKI JO SPOONER Signature of Notary Public

NOTARY PUBLIC, STATE OF ILLINOIS } MY COMMISSION EXPIRES 2-6-2019

Signature of Affiant

BXHBIT C



CONTRACT FOR ARCHITECTURAL SERVICES

AGREEMENT made as of the 23rd day of August, 2017

BETWEEN the Client:

Habitat for Humanity of Northern Fox Valley

56 South Grove Ave.

Elgin, IL 60120

And the ARCHITECT:

Allen+Pepa Architects Elgin Studio, Inc.

215 Fulton Street Geneva, IL 60134

PROJECT and location:

New Home at

670 Stewart Ave. Elgin, IL 60120

The Client and Architect agree as set forth below:

1. PROJECT DESCRIPTION

a. Project shall generally consist of design and construction documentation for design of a new single story home with full, finished basement. Home shall include 4 bedrooms, 2 baths, 1 car detached garage, kitchen, mudroom and living room. Total living area to be approximately 1,300sf + 260sf garage + 130sf front porch

2. SCOPE OF BASIC SERVICES

- a. Schematic Design services shall consist of the following:
 - Review existing site conditions
 - Prepare CAD/REVIT baseplan based on previously designed "Cora Des Plaines" house
 - Zoning and code review with respect to property lines, setbacks and lot size
 - Prepare preliminary design layout based on Client wish list
 - Meet with Client to review and refine design
 - Prepare changes based on meeting
 - Provide Final Schematic Design plans to client for approval prior to next phase
- a. Construction Documents- the Architect shall develop a complete set of Construction / Permit documents, signed and sealed as required by the City of Elgin. These drawing shall be adequate to procure a permit as well as provide the contractor or subcontractors with a buildable set of drawings from which to complete the project. The following drawings shall be included:
 - Site plan
 - Floor plan
 - Basement Plan
 - Structural design
 - Exterior elevations
- Roof Plan
- Outline Specifications
- Electrical/lighting plan
- Plumbing risers

 Mechanical plan (to be sized and coordinated by contractor) The Architect shall meet with the Client as necessary during this phase to finalize any technical or outstanding unresolved issues, including various finish selections, electrical layout, budget and cost allowances.

EXCLUSIONS AND CLARIFICATIONS

- NO SOIL TESTING OR GEOTECHNICAL CONSULTING- Client to procure separately
- No Civil Engineering- not applicable / not included
- No Landscape or other specialty engineering- not included
- No Zoning or Special Use Applications
- No Interior design services (color, material and finish selections)
- Any services not explicitly named under this contract are excluded
- b. Permit Review- the Architect shall print, certify and submit the required sets of completed plans to the Client for the governing authority's plan review process. Upon completion of their review, the Architect will make revisions to the plans as they pertain to building codes and resubmit for final processing if required.

3. CLIENT'S RESPONSIBILITIES

- a. The Client shall provide full information about the objectives, schedule, constraints and existing conditions of the project, including existing surveys and any other material conditions of the site.
- b. The Client shall establish an overall budget with reasonable contingencies that meets the project requirements. The Client shall employ a contractor to perform the construction Work. The Client shall furnish for the benefit of the project all legal, accounting and insurance counseling services.
- c. If required for Permit, the Client shall furnish a current, legal Plat of Survey by a licensed Professional Surveyor indicating a legal description of the property, property boundaries, utility locations, inverts, easements, rights of way, location of surface objects including trees, topographic information as necessary and any other improvements to the property.
- d. The Client shall furnish surveying, geotechnical engineering and environmental testing services upon request by the Architect, including but not limited to soil borings, percolation tests and soil bearing tests.
- 4. **USE OF ARCHITECT'S DOCUMENTS-** Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Client shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing. The Architect shall provide one complete hard copy and one electronic set of Construction Documents for the Client's records.
- 5. **DISPUTE RESOLUTION** The Client and Architect agree to cooperate with one another in avoiding and informally resolving disputes between the parties. All claims, disputes or other matters in question arising out of or relating to this contract which are not informally resolved shall be resolved first by mediation, then litigation.
- 6. TERMINATION, SUSPENSION OR ABANDONMENT- In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Client to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Client may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with terms of this Agreement.

7. MISCELLANEOUS PROVISIONS

- a. **Hazardous Materials** The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.
- b. Construction- The Architect is not responsible for any construction activity by the General Contractor or his Sub Contractors. The Contractor shall verify all information and site conditions with the Architect prior to commencement of construction. The Architect shall not shall be responsible for, or have control over the construction means, methods, techniques, sequences, safety precautions or procedures used to construct the Work. The parties agree that this is solely the responsibility of the Contractor and not that of the Architect.
- c. Indemnification- The Client and Architect each agree to indemnify and hold the other harmless, and their respective officer, employees, agents and representatives from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent they are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Architect, they shall be borne by each party in proportion to its negligence.
- d. **Damages** The Architect and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 6.
- e. Delay- Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- f. **Photography / Signage** The Architect shall be allowed to photograph construction progress and the final finished work and to use such photographs and other drawings from the project for promotional purposes. The Client's name may be withheld at the Client's request. The Architect shall also be allowed to install a temporary sign (approx. 2'x3') advertising his name during the construction period.

8. PAYMENTS-

- a. Payments- Payment on invoices shall be due on receipt. Interest shall accrue on invoices unpaid after 30 days at the rate of 1 1/2% per month and the Architect shall be able to collect reasonable attorney fees and court costs for collection of said fees.
- b. Reimbursable Expenses-The Architect shall be reimbursed for expenses (times 1.1) incurred in the interest of the project for the following: printing expenses at \$3/sheet (24x36), messenger service, postal expenses and overnight delivery, travel expenses beyond a 1 hr. radius of the project. The fees herein do not include: payment of any permit fees, bonding, any professional engineering services or consultants, or any revisions due to changes in the scope, quality or budget.

9. CONTRACT PRICE AND PAYMENT SCHEDULE

Basic Fee		
Schematic Design	\$ 800.00	
Construction Documents	\$ 1,600.00	
Permit Review	Included	
Subtotal Architectural Fee	\$ 2,400.00	
Additional Fees and Services		
Printing and other reimbursables	As invoiced (estimated at \$100)	
Construction Observation	Hourly rates as requested	

Payments shall be made as follows:

- a. Initial retainer- Not applicable
- b. Client shall be invoiced on a monthly basis and/or at completion of milestones for services rendered and expenses incurred.
- c. Printing and other reimbursable costs as invoiced.

Standard rates are as follows:

\$ 125.00/hr.	Principal
\$ 100.00/hr.	Senior Architect / Project Manager
\$ 75.00/hr.	Drafting

AGREEMENT

We, the undersigned have read, understand and agree with this contract as described herein, and hereby affix our namesakes as evidence of this agreement:

ARCHITECT:

DATE 8/25/201

ARCHITECT:

DATE 8/23/17

DATE 8/23/17

STANDARD TERMS AND CONDITIONS

- CONTRACT: These Standard Terms and Conditions and the accompanying Proposal constitute the full and complete Agreement of the Parties and may be amended, added to, superseded or waived only if both parties specifically define in writing an official amendment of this agreement.
- 2. STANDARD OF CARE: The standard of care for all professional services performed or furnished by the Architect under this agreement will be the skill and care ordinarily used by members of the Architect's profession practicing under similar circumstances at the same time and in the same locality. The Architect makes no warrantles, express or implied, under this agreement or otherwise, in connection with the Architect's services.
- 3. CHANGES IN SCOPE: Unless the accompanying Proposal provides otherwise, the proposed fees constitute the Architect's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the agreement shall be negotiated and an equitable adjustment shall be made.
- 4. DELAYS: The Architect shall complete his obligations within a reasonable time. If, through no fault of the Architect, such periods of time or dates are changed, or the orderly and continuous progress of the Architect's services are impaired, delayed or suspended, the time for completion of the Architects services and the rates and amounts of the architect's compensation, shall be adjusted equitably.
- 5. SUSPENSION AND TERMINATION: Client may terminate this Agreement with seven days prior written notice to the Architect. Architect may terminate this Agreement for cause with seven days prior written notice to Client. Either party may terminate this agreement upon (30) days written notice by the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until the Architect has been paid in full all amounts due for services, expenses, and other related charges. Client shall remain liable for and shall promptly pay the Architect for all services rendered to the date of suspension/termination of services, plus reasonable costs related to such termination. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the client's behalf.
- **6. OPINION OF PROBABLE COST:** When included in Architect's scope of services, opinions or estimates of probable construction cost are prepared on the basis of consultant's experience and qualifications and represent consultant's judgment as a professional generally familiar with the industry. However, since the Architect has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, the Architect cannot and does not guarantee that construction proposals, bids, or actual construction cost will not vary from the Architect's opinions or estimates of probable construction cost.
- 7. REUSE OF PROJECT DELIVERABLES: All documents prepared or furnished by the Architect pursuant to this Agreement are instruments of Architect's professional service, and the Architect shall retain an ownership and property interest therein, including the copyright and the right of re-use of such documents, whether or not the project is completed. Client shall not in any way rely upon the document unless it is in printed form, signed and sealed by the Architect. The Architect grants the Client a license to use Instruments of the Architect's professional service for the purpose of constructing, occupying, and maintaining the Project, provided the Owner complies with all terms and conditions of this contract including prompt payment of all sums owing under the contract. Reuse or modification of any such documents by the Client,

- without the Architect's written permission, shall be at Client's sole risk, and Client agrees to indemnity and hold the Architect harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by clients or by others acting through Client.
- B. RELIANCE: The Architect may, without liability, rely on the accuracy and completeness of information provided by the Client, the Client's consultants, and contractors, including, but not limited to: specialty contractors, manufacturers, suppliers and the publishers of technical standards without the need for verification.
- 9. RELATIONSHIP WITH CONTRACTORS: The Architect shall not at any time supervise, direct or have control over any contractors work, nor shall the Architect have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor to comply with laws and regulations applicable to contractors work. The Architect neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work.
- 10. INDEMNIFICATION: Client and architect each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liablity for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- 11. MUTUAL WAIVER: To the fullest extent permitted by law, Client and Architect waive against each other and the other's employees, officers, directors, agents, insurers, partners, and consultants any and all claims for or entitlement to special, incidental indirect or consequential damages arising out of, resulting from, or in any way related to the project.
- 12. NON-ENFORCEMENT: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
- 13. ASSIGNMENT: A party can assign its rights or obligations only with the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
- 14. SURVIVAL: All express representations, waivers, indemnifications, and limitations of liability included in this agreement will survive its completion or termination for any reason.
- 15. THIRD PARTIES: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by Client or Architect to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and Architect and not for the benefit of any other party.
- 16. SEVERABILITY: Any provision or part of the Agreement held to be void or unenforceable under the Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be deemed binding upon the Client and Architect, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 17. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.



Proposal For Professional Services

August 25, 2017

To: Mr. Jerry Pietryla

Habitat for Humanity of Northern Fox Valley

Critical Home Repair Coordinator

56 South Grove Avenue

Elgin, IL 60120

Project
670 Stewart Ave., Elgin
Site Engineering Plan

Please consider the following scope of services as our proposal for Professional Engineering Services.

Project Phase	Phase Number		
Site Engineering Plan & Site Tonography	3		

Schedule A Proposed Scope of Services

Site Engineering Plans (Phase 3)

(including)

- Overall Layout
- Grading & Erosion Control
- Specifications & Details

Geotechnical Services by SMC (Phase 3) (proposal attached)

(including)

- 2 Borings 20 feet deep
- Laboratory Testing
- Seasonal high groundwater evaluation

Topographic Survey (Phase 3)

(addressing)

- NAV 88 Benchmark
- Site Topography & 10' Surrounding Property
- Adjacent municipal utility information
- 1' Contour Intervals

Client to Provide

- Cost of Reimbursable Expenses
- Architectural Plans
- Landscaping Plans/Tree Survey (if required)

Note - This proposal makes the following assumptions:

- 1. No utility coordination (electric, gas, cable, telephone)
- 2. Existing water and sanitary services will be used for new residence.

PROFESSIONAL FEE

The fee for the services described above will be billed as a lump sum fee of \$3800.00 plus the cost of reimbursable items.

Accepted by:

Title: 15975

Date:

Company: Habitat for Humanity of NI

Habitat for Humanity of Northern Fox Valley 670 Stewart Ave., Elgin August 25, 2017 Page 4

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EXHIBIT A - STANDARD TERMS AND CONDITIONS

J. CONDON & ASSOCIATES, INC.

2017 HOURLY BILLING RATE

STAFF

Principal	\$165,00/hr
President	\$150.00/hr
Project Manager	\$140.00/hr
Project Engineer	\$130.00/hr
Design Engineer	\$100.00/hr
CADD Technician	
Senior Field Technician	\$90.00/hr
Field Technician	\$65.00/hr
Clerical	\$45.00/hr

REIMBURSABLE EXPENSES

Prints	\$0.33/SF
Mylar	
Color Prints	
Report Copies - BW	
Report Copies - Color	\$0.35/each
Recorded Documents	\$5,00/each
Postage	cost +10%
Next Day Air	
Outside Services	cost +10%
Mileage	\$0,75/mile

RATE SCHEDULE

The rate schedule included in this proposal shall be valid for the year shown on the rate sheet. J. Condon & Associates, Inc. (JCA) reserves the right to renegotiate rates annually on any projects extending beyond January 1 of the following year.

PAYMENT

All work will be invoiced as work is completed. All invoices shall be paid upon receipt. All outstanding invoices greater than 60 days shall have 1.5 percent interest compounded monthly added to the invoice. Additionally, all outstanding invoices must be paid in full before Final Plats of Subdivision will be submitted for recording or record drawings are submitted to municipalities for final approval.

Should the Client fail to pay for professional services covered in this Agreement, as billed within the 60 days of such billing, JCA shall be excused from rendering any further services under this project. No work shall be signed or sealed until payment in full is received. Further, by acknowledgment of this proposal, you are indicating that in the event full payment is not made within 60 days of such billing, you shall be responsible for all costs of collection, including but not limited to, interest and attorney's fees which accrue after 60 days of such billing.

Either party shall not enforce this Agreement until each has in its possession a copy of this Agreement signed by the other.

ENGINEER'S/SURVEYOR'S SERVICES

The Engineer's/Surveyor's services consist of those services performed by the Engineer/Surveyor, Engineer's/Surveyor's employees and consultants as enumerated in Schedule A.

EXTRA WORK

Any work required but not included, as part of this contract shall be considered extra work. Extra work will be billed on a time and material basis as set forth in the attached rate sheet with prior approval of the owner. At the request of the owner, work can proceed with verbal approval of the

STANDARD OF CARE

Services provided by JCA under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OUTSIDE CONSULTANTS/ OWNER PROVIDED INFORMATION

J. Condon & Associates, Inc. (JCA) is not responsible for the accuracy of any plans, surveys or information of any type prepared by any other consultants, etc., provided to JCA for use in completion of work included in this project. JCA has the right to rely on the completeness and accuracy of any and all information provided by the owner to be used by JCA in connection with this project.

DESIGN WITHOUT CONSTRUCTION REVIEW

It is agreed that the professional services of the engineer/surveyor do not extend to or include the review or site observation of the contractor's work or performance. It is further agreed that the Client will defend, indemnify, and hold harmless the engineer from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. The engineer/surveyor agrees to be responsible for his own or his employees' negligent acts, errors or omissions.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Client and JCA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of JCA and their subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs, expert witness fees and costs, so that the total aggregate liability of JCA and their subconsultants to all those named shall not exceed JCA 's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action, however, alleged or arising unless otherwise prohibited by law.

CERTIFICATE OF MERIT

The Client shall make no claim for professional negligence, either directly or in a third party claim, against JCA unless the Client has first provided JCA with a written certification executed by an independent design professional currently practicing in the same discipline as JCA and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act of omission constitutes such a violation. This certificate shall be provided to JCA not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

JOBSITE SAFETY

Neither the professional activities of JCA, nor the

presence of JCA employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JCA and their personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor

REUSE OF DOCUMENTS

All project documents including, but not limited to, plans and specifications furnished by JCA under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by JCA, shall be at the Client's sole risk, and the Client shall indemnify and hold harmless JCA from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All, reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by JCA as instruments of service shall remain the property of JCA. JCA shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the Client at all reasonable times.

FAILURE TO ABIDE BY DESIGN DOCUMENTS OR TO OBTAIN GUIDANCE

The Client agrees that it would be unfair to hold JCA liable for problems that might occur should JCA's plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow JCA's guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing JCAs plans, specifications or other instruments of service. Accordingly, the Client waives any claim against JCA, and agrees to defend, indemnify and hold JCA harmless from any claim for injury of losses that results from failure to follow JCA's plans, specifications or design intent, or failure to obtain and/or follow JCA's guidance

with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing JCA's plans, specifications or other instruments of service. The Client also agrees to compensate JCA for any time spent and expenses incurred by JCA at JCA's prevailing fee schedule and expense reimbursement policy.

OPINION OF PROBABLE CONSTRUCTION COST

JCA shall submit to the Client an opinion of probable cost required to construct work recommended, designed or specified by JCA. JCA is not a construction estimator or construction contractor, nor should JCA's rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. JCA's opinion will be based solely upon their own experience with construction. This requires JCA to make a number of assumptions as to actual conditions that will be encountered on-site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which JCA has no control. Given the assumptions that must be made, JCA cannot guarantee the accuracy of their opinions of costs, and in recognition of that fact, the Client waives any claim against JCA relative to the accuracy of JCA's opinion of probable construction cost.

DESIGN INFORMATION IN ELECTRONIC FORM

Because other parties can modify CADD information stored in electronic form, intentionally or otherwise, without notice or indication of said modifications, JCA reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. The Client shall retain copies of the work performed by JCA in CADD form only for information and use by the Client for the specific purpose for which JCA was engaged. Said materials shall not be used by the Client, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by JCA without JCA's express written permission. Any unauthorized modification or reuse of the material shall be at the Client's sole risk, and the Client agrees to defend, indemnify, and hold JCA harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized modification or use

of these materials.

Any use or reuse of the original or altered CADD design materials by the Client, agents of the Client, or other parties without the review and written approval of JCA shall be at the sole risk of the Client. Furthermore, the Client agrees to defend, indemnify, and hold JCA harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The Client recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk and magnetic tape, may be subject to undetectable alteration and/or uncontrollable deterioration. The Client, therefore, agrees that JCA shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time JCA shall correct any errors detected by the Client to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the Client, JCA shall submit a final set of sealed drawings, and any additional services to be performed by JCA relative to the submitted electronic materials shall be subject to separate agreement.

PLAN REVISION LIMITATIONS

The scope of services included in this proposal is limited to three revisions to the plans/plat, one major revision and two minor revisions. Any additional revisions to the plans will be considered beyond the scope of this contract and will be billed as additional services on a time and material basis.

DISPUTE RESOLUTION

All claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement shall be decided through Mediation, in accordance with the American Arbitration Rules.

PRESENTATION AGREEMENT

The client hereby agrees that J. Condon & Associates, Inc. has the permission of the client to use the client's name and project name for any future marketing and advertising purposes such as publications relative to the services offered to the client by J. Condon & Associates, Inc.

TIME LIMIT

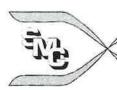
This Agreement must be executed within thirty (30) days of the composition date to be acceptable under the terms set forth herein. This contract shall expire one year from date of execution.



EXHIBIT B CONTRACT ADDENDUM

Project Name:	
Project No.	
Addendum No	
and ENGINEER for modification of scope and con the original Agreement between CLIENT and ENG	incorporated by reference into the Agreement between CLIENT mpensation for the PROJECT. All other terms and conditions of GINEER are unchanged by this Contract Addendum and shall obligations of both CLIENT and ENGINEER, including
The contract modifications are described below:	
1.	
2.	
3.	
CONTRACT SUMMARY	
Original Contract Amount	\$
Changes Prior to This Change	\$
Amount of This Change	\$
Revised Contract Amount:	\$
	ENT agree that an executed electronic version of this Contract ract Addendum shall be returned to ENGINEER after execution.
CLIENT:	ENGINEER:
	J. CONDON & ASSOCIATES, INC.
Signed:	
Тіті с	Tru R

EXHIBITD



SOIL AND MATERIAL CONSULTANTS, INC.

Office: 847-870-0544 Fax: 847-870-0661

us@soilandmaterialconsultants.com www.soilandmaterialconsultants.com

> September 13, 2017 File No. 23527

Ms. Meghan Michel J. Condon & Associates, Inc. 5415 Business Parkway Ringwood, IL 60072

> Re: Geotechnical Investigation 670 Stewart Avenue Elgin, Illinois

Dear Ms. Michel:

The following is our report of findings for the geotechnical investigation completed on the vacant lot located at 670 Stewart Avenue in the City of Elgin, Illinois.

The investigation was requested to determine current subsurface soil and water conditions at select boring locations. The findings of the field investigation and the results of laboratory testing are intended to assist in the planning, design and construction of proposed site improvements.

PROPOSED IMPROVEMENTS

We understand it is proposed to construct a new residential building supported on shallow depth foundations. The interior is expected to have a full or partial basement area as well as areas with slabs supported on prepared subgrade soils. Improvements exterior to the building are expected to include pavement areas, sidewalks and related underground improvements.

SCOPE OF THE INVESTIGATION

The field investigation included obtaining 2 borings at the locations requested and as indicated on the enclosed location sketch. The boring locations were established using field taping methods and accuracy. Surface elevations were determined using the temporary benchmark indicated on the location sketch.

We auger drilled the borings to depths of 20.0 feet below existing surface elevations. Soil samples were obtained using a split barrel sampler advanced utilizing an automatic SPT hammer. Soil profiles were determined in the field and soil samples returned to our laboratory for additional testing including determination of moisture content.

The results of all field determinations and laboratory testing are included in summary with this report.

File No. 23527

Re: Ex. 6 - PII Elgin, Illinois

RESULTS OF THE INVESTIGATION

Enclosed are boring logs indicating the soil conditions encountered at each location. Site surface conditions include vegetation and topsoil conditions. The topsoil is classified as brown silt/clay mixtures with traces of roots.

Underlying soil conditions include the presence of cohesive soils. These are classified as tough to hard clay/silt mixtures with lesser portions of sand and gravel. A large deposit of non-cohesive soil was encountered below the cohesive soils. These include medium dense to very dense sand/silt and sand/gravel mixtures in a damp condition. Cobbles and boulders may be present within the site soils at any elevation, although none were encountered while drilling.

The following table summarizes depth ranges below existing grade, the magnitude of soil strength within these ranges and other information:

Boring	Surface Elevation (feet)	Depth Range Below Existing Surface (feet)	Soil Strength (lbs./sq.ft.)	Recorded Water Levels, W.D./A.D. (feet)
1	100.0	2.0 to 5.0 5.0 to 9.0 9.0 to 17.0	3,000 4,000 8,000	dry/dry
2	100.2	0.5 to 6.5 6.5 to 9.0 9.0 to 17.0	3,000 6,000 8,000	dry/dry

The boring logs and the above table indicate subsurface water was not encountered in the bore holes at the time of the drilling operations and during the period of these readings. It is expected that fluctuations from the water levels recorded will occur over a period of time due to variations in rainfall, temperature, subsurface soil conditions, soil permeability and other factors not evident at the time of the water level measurements. Based on the soil and water conditions encountered we would anticipated the seasonal high ground water elevation to be present below the bottom of these borings.

FOUNDATIONS

Based on the results of this investigation it is our opinion that continuous and isolated footing foundations may be considered for support of building loads. These foundations can be supported on undisturbed natural soils located below all topsoil, low strength soils and other unsuitable conditions which may be encountered. Soil strength values and the depths at which they are expected to be encountered at these boring locations are indicated in the above table. A net allowable bearing value of 3,000 lbs./sq.ft. is available for design. This value can be used to size foundations for support of structure dead and live loads.

Re: Ex. 6 - PII
Elgin, Illinois

All exterior building foundations should extend at least 42.0 inches below exposed surface elevations to provide adequate protection against uplift due to freezing of the supporting soils. Foundations for unprotected improvements should extend at least 48.0 inches below exposed surface elevations. We recommend providing adequate reinforcing steel in foundation walls and piers to minimize the effects of long-term differential settlement.

FLOOR SLABS

Floor slabs planned for support on the existing soil conditions are expected to undergo some degree of long-term settlement as the soils consolidate under loading and as they shrink due to desiccation. Slabs may be considered for support on suitable natural soils or on properly placed and compacted fill soils. This is feasible when the soils supporting the slabs are prepared in accordance with the recommendations for Subgrade Soil Preparation.

DEWATERING

Excavations may require dewatering due to subsurface water seepage and/or surface precipitation. This water can be removed by standard sump and pump operations. Soils exposed at foundation, slab or undercut elevations should not be permitted to become saturated. Loss of bearing strength and stability may occur, requiring additional soil excavation.

Organic soils, non-cohesive soils and others can be unstable when saturated. These soils tend to cave or run when submerged or disturbed. The stability of exposed embankments is minimal to non-existent as confining soil pressures are removed. Proper drainage within excavations is necessary at all times, particularly when excavations extend below anticipated water levels and below saturated soils.

The contractor should be made responsible for designing and constructing stable temporary excavations. Also, the contractor should shore, slope, bench or restrain the sides of the excavations as required to maintain stability of both the excavation sides and bottom. In no case, should the slope, slope heights, or excavation depth exceed those in the local, state, and federal safety regulations.

Permanent dewatering of basement, crawl space and other below grade areas is necessary. The dewatering system should include the provision for peripheral drain tile adjacent to the footings of foundation walls exposed to the interior of the building. We recommend damp-proofing exterior foundation walls exposed to the interior of the building.

SUBGRADE SOIL PREPARATION

Subgrade soil preparation should be accomplished where needed within the building area prior to excavation for foundations. The procedure in all areas of subgrade supported improvements should include the removal of unsuitable surface conditions including vegetation, topsoil, unsuitable fill soils, significant debris, weak or unstable soils, and other deleterious conditions which may be encountered. Above grade areas should be cut to design subgrade elevations.

Re: Ex. 6 - PII
Elgin, Illinois

Exposed subgrade soils should be leveled, compacted and proof-rolled in the presence of the Soil Engineer.

Proof-rolling may reveal areas of unstable soil conditions, requiring additional removal. If the depth of undercut appears to be significant, it may be economical to limit the depth of undercut to that needed to establish adequate support of slabs and remediate weak soil conditions at foundation elevations at the time of foundation construction.

Soft or unstable soil conditions in pavement areas can often be bridged by use of an effective depth of crushed granular material. The placement of the crushed granular bridging material, possibly in conjunction with the use of an appropriate geotextile fabric, should only proceed after review of the proof-roll conditions by the Soil Engineer. Long-term settlement of pavement surfaces may occur locally as the bridged soils desiccate.

Structural fill can be placed on soils prepared to the satisfaction of the Soil Engineer. The fill should be placed in lifts not to exceed 8.0 inches when uncompacted. Each lift should exceed minimum compaction requirements prior to placement of the next lift. We recommend a minimum of 95% compaction based on the modified Proctor test, ASTM D-1557, be achieved within building areas. A minimum of 90% compaction should be achieved beneath exterior improvements such as pavements and sidewalks. Compaction requirements also apply to backfill placement around foundations and within trench excavations located below subgrade supported improvements.

FILL SOURCES

The onsite non-organic soils are generally suitable for reuse as fill. Offsite sources may also be used provided they are approved in advance by the Soil Engineer. Aeration may be necessary to reduce soil moisture content prior to compaction. Soil borrowed from near the surface where seasonal fluctuations in soil moisture content occur may require particular attention. The moisture content of fill soils should be within approximately 3.0% of optimum moisture content as determined by the modified Proctor test for the soils to meet or exceed minimum compaction requirements.

CONCLUSION

The information within this report is intended to provide initial information concerning subsurface soil and water conditions on the site. Variations in subsurface conditions are expected to be present between boring locations due to naturally changing soil conditions.

Our understanding of the proposed improvements is based on limited information available to us at the writing of this report. The findings of the investigation and the recommendations presented are not considered applicable to significant changes in the scope of the improvements or applicable to alternate site uses. We recommend that proposed foundation, pavement and grading plans be reviewed by our office to determine if additional considerations are necessary to address anticipated subsurface conditions. Soil conditions encountered at

Re: Ex. 6 - PII Elgin, Illinois

foundation elevations are recommended to be tested to verify the presence of design soil strength prior to concrete placement.

If you have any questions concerning the findings or recommendations presented in this report, please let me know.

Very truly yours,

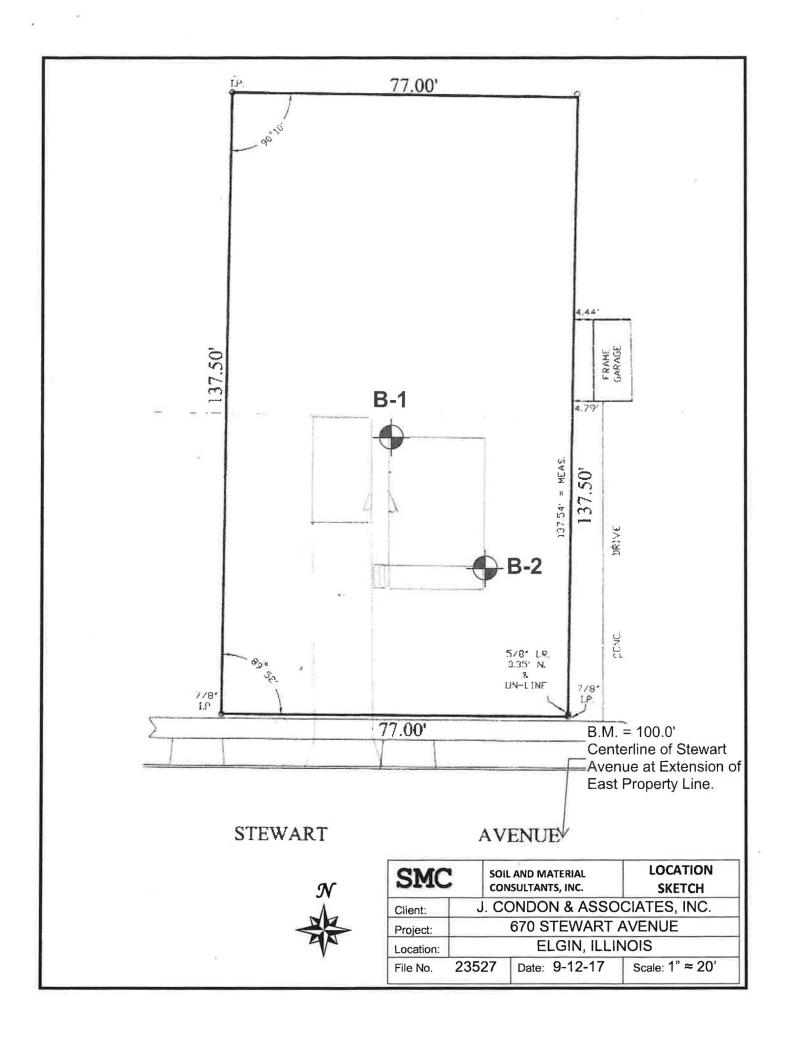
SOIL AND MATERIAL CONSULTANTS, INC.

Thomas D. Jan

Thomas P. Johnson, P.E.

President

TPJ:ek Enc.





8 W. COLLEGE DR. • SUITE C • ARLINGTON HEIGHTS, IL 60004

SOIL BORING LOG

Logged By: DB

Page: 1 of 1

Date Drilled:

J. Condon & Associates, Inc. Client:

9/12/17 File No. 23527

Brown silt, some clay, trace sand & roots, damp (topsoil)	Reference: 670 Stewart Avenue Elgin, IL Comments:				weight	unconfined compressive strengh	 unconfined compressive strength, tons/sq. ft. penetrometer reading, tons/sq. ft. 1.0 2.0 3.0 4.0
Elevation 100.0¹ Existing Surface X	نبو				unit \	onfine	
Elevation 100.01 Existing Surface 12.0 20	pth, f	CLASSIFICATION	star	moi	dry lbs.		
Brown clay, some silt, trace sand & roots, damp (topsoil) Brown clay, some silt, trace sand & gravel, damp, hard 5 Brown fine sand, some silt, trace clay & gravel, damp, loose Brown fine sand, some medium sand & gravel damp, medium dense to very dense 10	de	Elevation 100.0' Existing Surface	X	Δ	X	0	10 20 30 40
Brown clay, some silt, trace sand & gravel 5 18.6		Brown silt some clay trace sand & roots,		12.0			\triangle
Brown fine sand, some silt, trace clay & gravel, damp, loose Brown fine sand, some medium sand & gravel damp, medium dense to very dense 56 4.3		Brown clay, some silt, trace sand & gravel,	5	18.6			X \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Brown fine sand, some medium sand & grave	5-	Brown fine sand, some silt, trace clay &	9	14.0			XA
10- 15- 15- 15- 15- 16- 170 3.1 20- End of Boring 56 4.3 76 2.7 70 3.1 A 70 3.1 A 70 70 70 70 70 70 70 70 70		Brown fine sand, some medium sand & gravel	23	8.5			X
70 3.1	10-	demp smedium dember to very remain	56	4.3			<u> </u>
15- 70 3.1			76	2.7			△ 70X
20— End of Boring 58 3.2	15-		70	3.1			7° X
20- End of Boring 58 3.2							×
25- 25- 30- 35-			56	3.0			
25- 30- 35-	20-	End of Roring	58	3.2			A X
30-		End of Bolling					
30-	H						
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35-							
35-	30-						
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	35-						A-1-10 1 10 1 10 10 10 10 10 10 10 10 10 10
	H						
40	10						

Water encountered at dry Water recorded at dry Water recorded at

feet during drilling operations (W.D.)

feet on completion of drilling operations (A.D.) feet



8 W. COLLEGE DR. • SUITE C • ARLINGTON HEIGHTS, IL 60004

SOIL BORING LOG___

Logged By: DB

Page: 1 of 1

Client:

J. Condon & Associates, Inc.

File No. 23527

Date Drilled: 9/12/17

Reference: 670 Stewart Avenue Elgin, IL				dry unit weight Ibs./cu.ft.	unconfined compressive strengh	unconfined compressive strength, tons/sq. ft. penetrometer reading, tons/sq. ft.
Comments:			moisture content	nit we u.ft.	unconfined	1.0 2.0 3.0 4.0
, ,	Equipment: SQCME 45B □CME 55 □Hand Auger □Other			ry ur os./ci	ncor	× standard penetration "N", blows/ft.
depth, ft.	CLASSIFICATION	standard × penetration	Δ	8	0	△ moisture content, %
	Elevation 100.2 Existing Surface			0		10 20 30 40
	Brown fine sand, some gravel, damp, medium dense	16	3.7			ΔΧ
5-	Brown clay, some silt, trace sand & gravel damp, tough	6	18.5			X
	Brown fine sand, some medium sand & gravel damp, dense to very dense	36	7.1			
10-	damp, dense to very dense	71	3.0			△ 11×
		64	3.6			△ 63 V
15-		53	3.0			46./
		56	3.1			\(\text{\tince{\text{\text{\text{\text{\text{\text{\text{\text{\text{\texi{\text{\texi{\text{\tin}\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\te}\tint{\texi}\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\texi}\text{\text{\text{\texi}\text{\text{\text{\text{\text{\texi}\text{\text{\texi}\text{\texi}\text{\text{\texi{\text{\texi}\text{\text{\texi}\text{\texi}\texit{\tex{
20-	End of Boring	50	3.5			<u> </u>
25-						
30-						
35-						
40_						1 A. A. S.

Water encountered at dry/ Water recorded at dry/ Water recorded at feet during drilling operations (W.D.)
feet on completion of drilling operations (A.D.)
feet hours after completion of drilling operations (A.D.)



GENERAL NOTES

SAMPLE CLASSIFICATION

Soil sample classification is based on the Unified Soil Classification System, the Standard Practice for Description and Identification Soils (Visual-Manual Procedure), ASTM D-2488, the Standard Test Method for Classification of Soils for Engineering Purposes, ASTM D-2487 (when applicable), and the modifiers noted below.

V									
CONSISTEN	CY OF COHESIV	E SOILS	RELATIVE DENSITY OF GRANULAR SOILS						
Term	Qu-tons.sq.ft.	N (unreliable)	<u>Term</u>		N – blows/foot				
Very soft	0.00 - 0.25	0 – 2	Very Lo	oos	se 0-4				
Soft	0.26 - 0.49	3 – 4	Loose		5 – 9				
Stiff	0.50 - 0.99	5 – 8	Mediur	n D					
Tough	1.00 - 1.99	9 –15	Dense		30 – 49				
Very Tough	2.00 - 3.99	16 – 30	Very D	ens					
Hard	4.00 - 7.99	30 +	, _						
Very Hard	8.00 +								
IDENTIFICAT	ION AND TERMI	NOLOGY	DRILLI	NG	3, SAMPLING & SOIL PROPERY SYMBOLS				
<u>Term</u>	S	ize Range	CF	-	- Continuous Flight Auger				
	_		HS		- Hollow Stem Auger				
Boulder		over 8 in.	HA		- Hand Auger				
Cobble	3	in. to 8 in.	RD		- Rotary Drilling				
Gravel - coar	rse 1	in. to 3 in.	AX		Rock Core, 1-3/16 in. diameter				
- med	ium 3/8	B in. to 1 in.	BX		- Rock Core, 1-5/8 in. diameter				
- fine	#4 si	eve to 3/8 in.	NX	-	Rock Core, 2-1/8 in. diameter				
Sand - coar	rse #10 si	eve to #4 sieve	S		Sample Number				
- med	ium #40 si	eve to #10 sieve	T	-	`				
- fine	#200 si	eve to #40 sieve	J	-					
Silt	0.002 i	mm to #200 sieve	AS	-	Auger Sample				
Clay	smaller	than 0.002mm	SS		Split Spoon (2 in. O.D. with 1-3/8 in. I.D.)				
			ST	-					
Modifying Ten	m Perce	ent by Weight	R		Recovery Length, in.				
			В		Blows/6 in. interval, Standard Penetration Test (SPT)				
Trace		1 – 10	N		Blows/foot to drive 2 in. O.D. split-spoon sample				
Little		11 – 20	14		with 140 lb. hammer falling 30 in., (STP)				
Some		21 – 35	Pen.	_	Pocket Penetrometer readings, tons/sq.ft.				
And		36 – 50	W		Water Content, % dry weight				
			Uw	-					
			Qu		Unconfined Compressive Strength, tons/sq.ft.				
	Moisture Conte	nt	Str		% Strain at Qu.				
			WL		Water Level				
	Dry		WD	-					
	Damp		AD	-	· •				
	Very Damp		DCI	2					
	Saturated		WCI		Wet Cave-in.				
			LL	_	Liquid Limit, %				
			PL	-	Plastic Limit, %				
			PI	-	_, ,, ,, , , , , , , , , , , , , , , ,				
			1.7		Liquidity Index (ZZ T Z)				

LI

Liquidity Index [(W-PL)/PI]

TEXITIBIT E Hard delevered or 4/9/2018



CITY OF ELGIN PERMIT APPLICATION FOR NEW RESIDENTIAL CONSTRUCTION

	Information Needed:	
Date Received:	-	
Permit: Fee: \$		

PROPERTY DESCRIPTION		
Address: 670 Stewart, Elgin, IL		
Single Family: Attached or Detached	Garage: Attached or Detached	
Model:	Block/Unit:	
Lot Number:	Subdivision:	
Pin #: 06-01-429-002-0000	In-Fill Lot: Yes or No (If yes, Separate Engineering Permits are Required)	
IMPACT FEES/SQUARE FOOTAGE		
1st Floor: 569 Sq Ft	2 nd Floor: NONE Sq Ft	
Basement/Foundation Type: CONC.	Walkout Standard Lookout	
Basement: 616 Sq Ft	Garage: 308 Sq Ft	
Other: Sq Ft	Total Area: 308 Sq Ft	
Total Living Area: /185 Sq Ft	Deck: 22'-4½'X Dimensions	
# of Bedrooms: 3	Patio: Noly & X Dimensions	
COST OF WORK		
Building Cost: \$ 60,000 00	Mechanical Cost: \$ 9,500	
Electrical Cost: \$ 9,000	Plumbing Cost: \$ 12,000 05	
Total Cost: \$ //0,000 00	Fair Market Value: \$ 175,000	
CONTACT PERSON		
Name: Jerry Pietryla Fax Number: (847) 695-5912	Telephone: (847) 836-1432 x 107	
	E-mail: jerryo pietryla@	
Notes:	E-mail: jerryo pietryla@ habitat nfvi org	
y		

BUILDING OWNER			
Name: /	Hobital for Humanit	y of Northern Fox Valley	
	565. Grove (
		elephone: (847) 836-1432	
GENERAL CONTRACTOR			
Name: Habitat for Humanity of Northern Fox Valley			
		city: Elgin	
State:		elephone: (847) 836-1432	
	ROOFING CO	NTRACTOR	
Name: To be determined			
Address:	(City:	
State:		elephone:	
ELECTRICAL CONTRACTOR			
Name:	To be determin	ned	
Address:		ity:	
State:		elephone:	
MECHANICAL CONTRACTOR			
Name: lobe determined			
Address:	C	ity:	
State:		elephone:	
PLUMBING CONTRACTOR			
Name:	To be determin	ried	
Address:	C	ty:	
State:		elephone:	
SEWER SERVICE CONNECTION CONTRACTOR			
Name:	To be determin	ed	
Address:	C	ty:	
State:		lephone:	
WATER SERVICE CONNECTION CONTRACTOR			
Name:	To be determi	ned	
Address:	Cit	ty:	
State:	Zin: Te	denhone:	

CITY OF ELGIN CONTRACTOR REQUIREMENTS

Roofing - A State of Illinois Roofing License is required. A copy of the current license must be on file with the City of Elgin

Electrical - A contractor's registration is required from any city in the State of Illinois that gives a written examination based on the National Electrical Code. A copy of the current registration must be on file with the City of Elgin.

Plumbing - A State of Illinois Plumbing Contractor License with the prefix of 055 is required. A copy of the current license must be on file with the City of Elgin.

Sewer - A \$20,000 permit bond in favor of the City of Elgin is required.

Mechanical - A contractor's registration is required from any city in the State of Illinois that gives a written examination for HVAC. However, registration is not required if the plans are sealed by an Illinois licensed architect or engineer who accepts responsibility for the work. A \$20,000 license and permit bond issued in favor of the City of Elgin is also required. A copy of the current registration and bond must be on file with the City of Elgin.

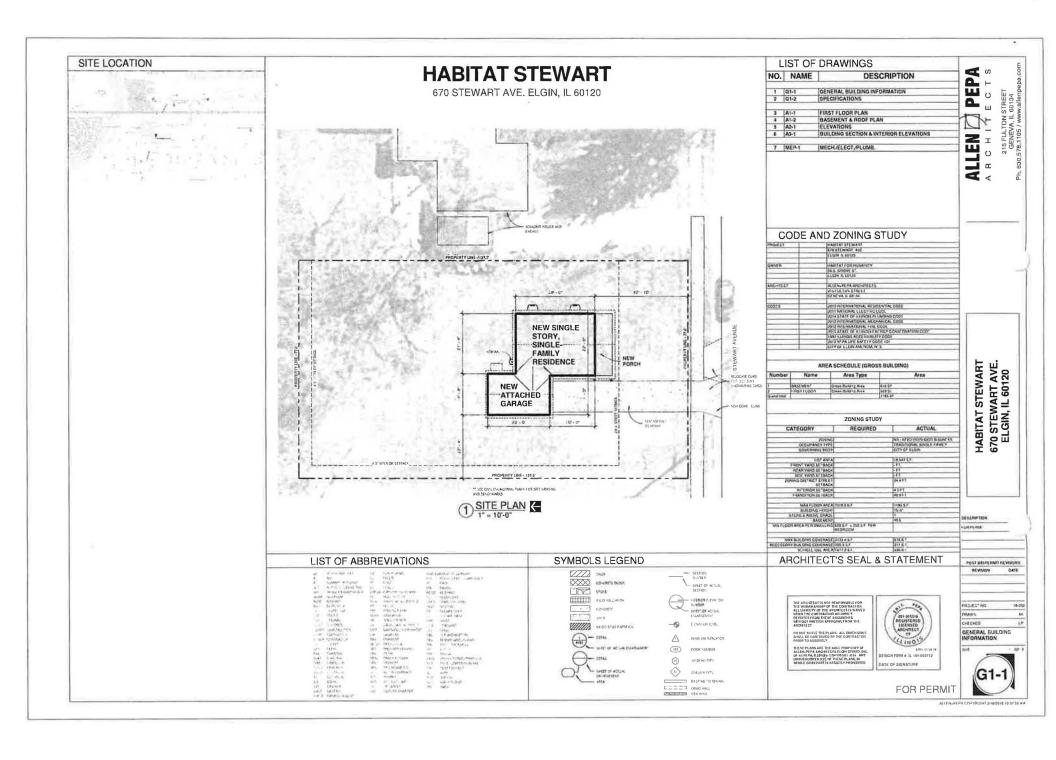
Fire Sprinkler- State of Illinois Fire Sprinkler Contractor license is required for fire suppression. A copy of the current license must be on file with the City of Elgin.

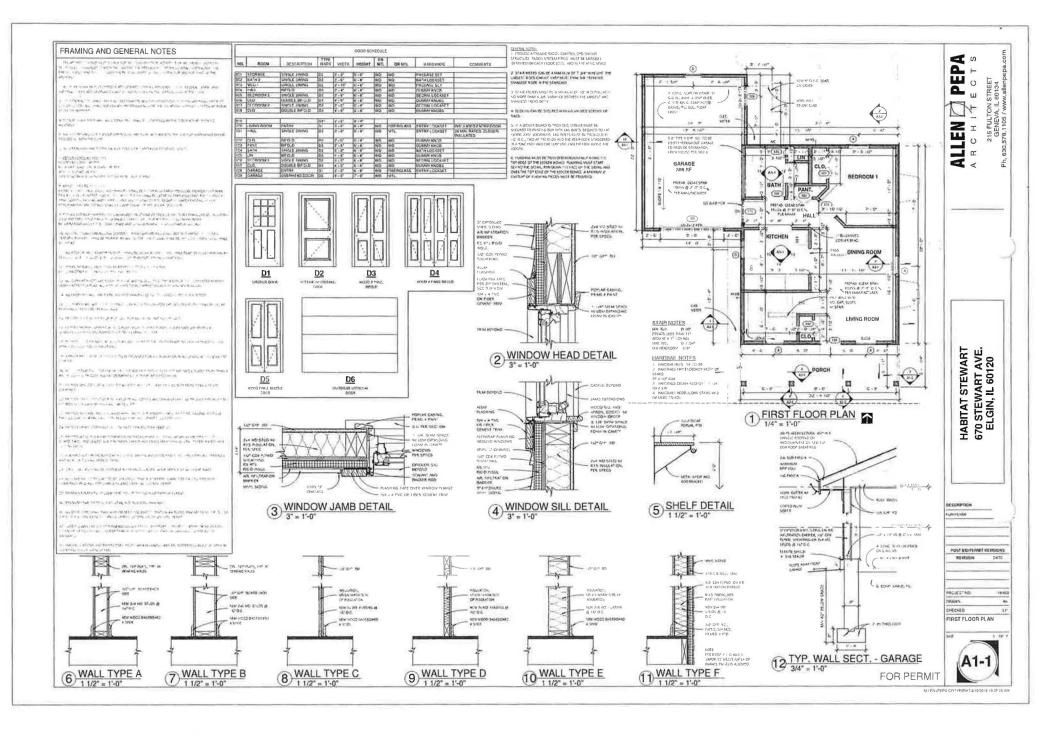
A Separate application must be made to the Fox River Water Reclamation District (FRWRD) for any new plumbing work. Contact FRWRD concerning sanitary sewer requirements. FRWRD: 1957 N. La Fox Rd, South Elgin, IL, 60177; (847) 742-2068

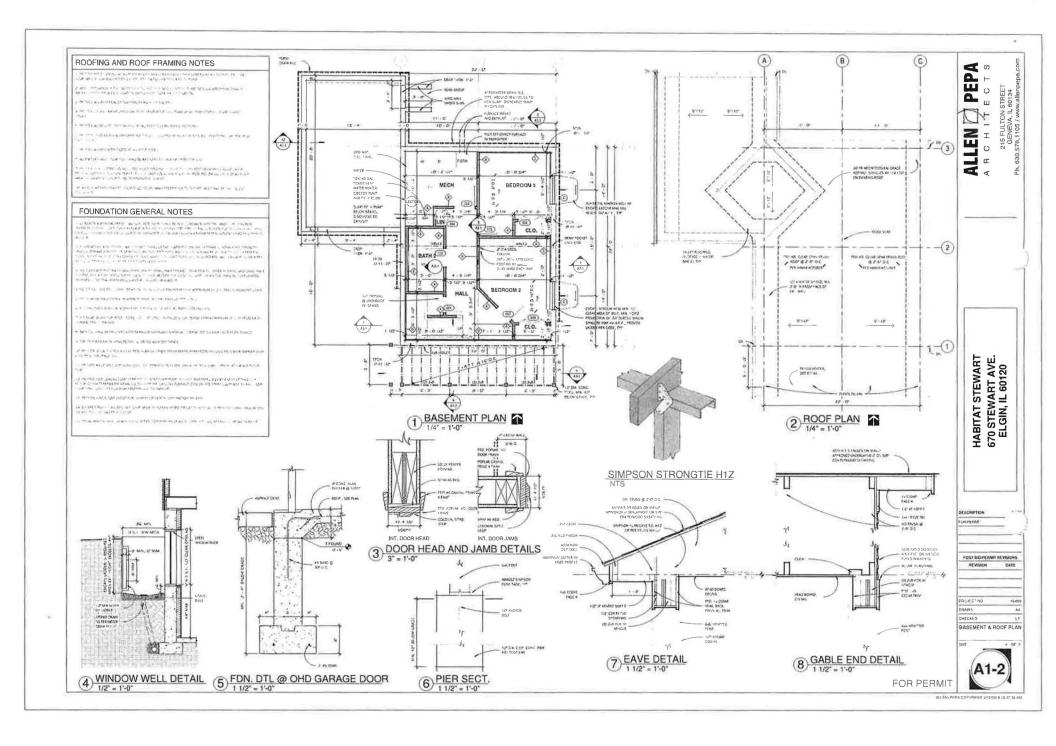
Some projects will require participation in the Kane County Road Improvement Impact Fee Program. For application and information contact Kane County Division of Transportation at (630) 845-3799, or visit the program website at www.co.kane.il.us/dot/roadimpact/roadimpact.htm. A copy of your receipt from Kane County is required prior to permit issuance.

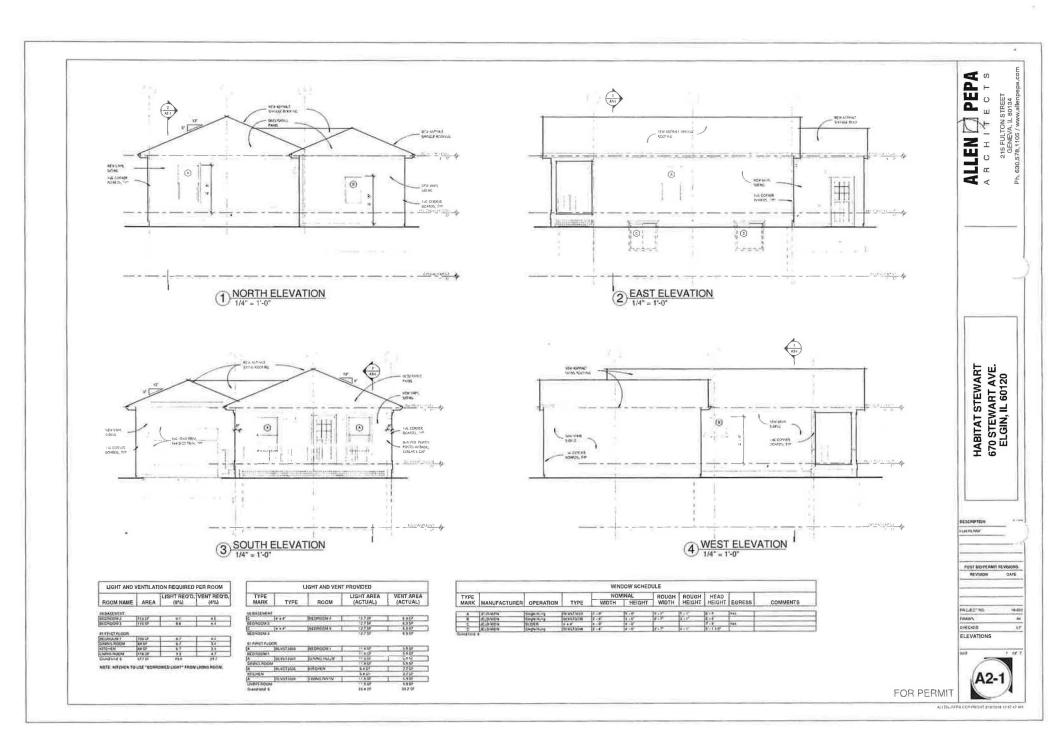
Building Permit Questions may be directed to:

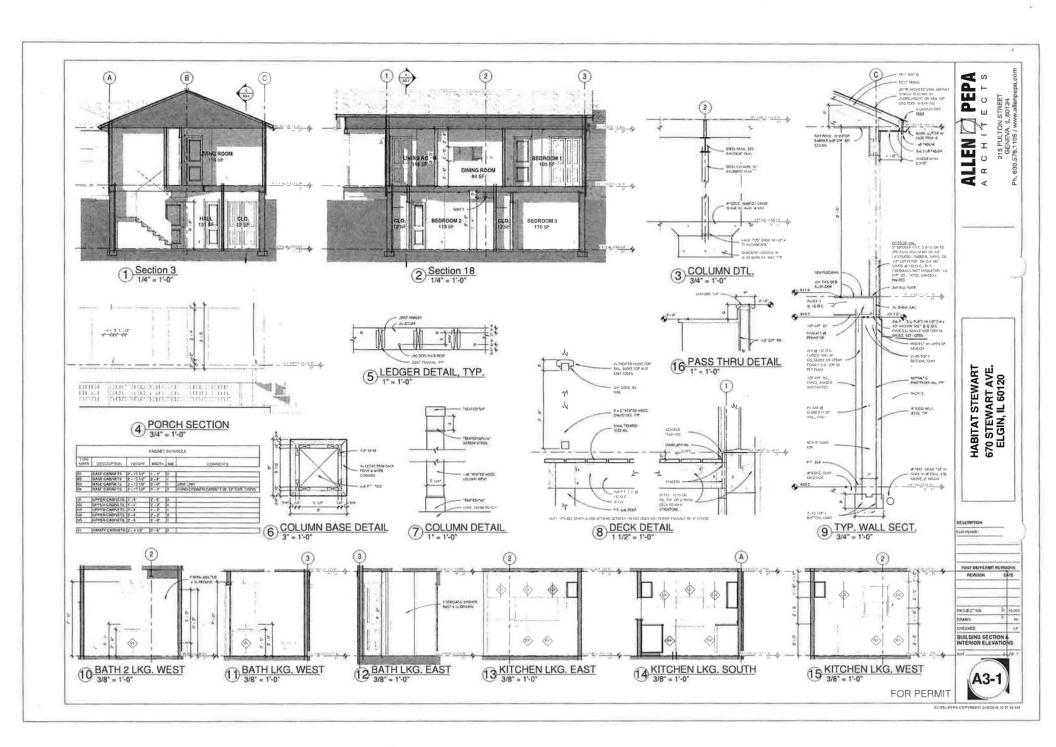
Community Development 150 Dexter Ct Elgin IL 60120-5555 (847) 931-5920 www.cityofelgin.org













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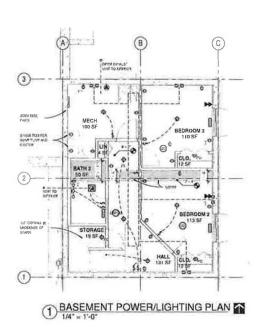
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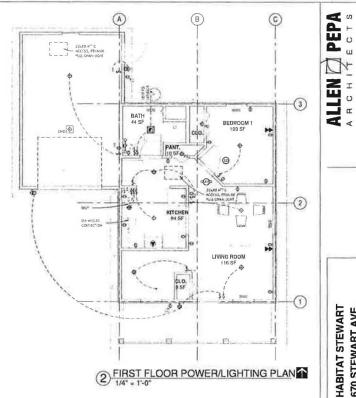
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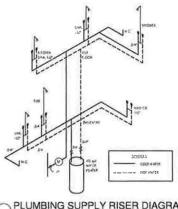
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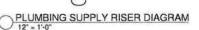
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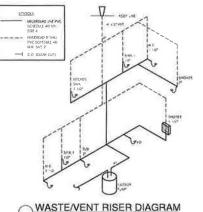
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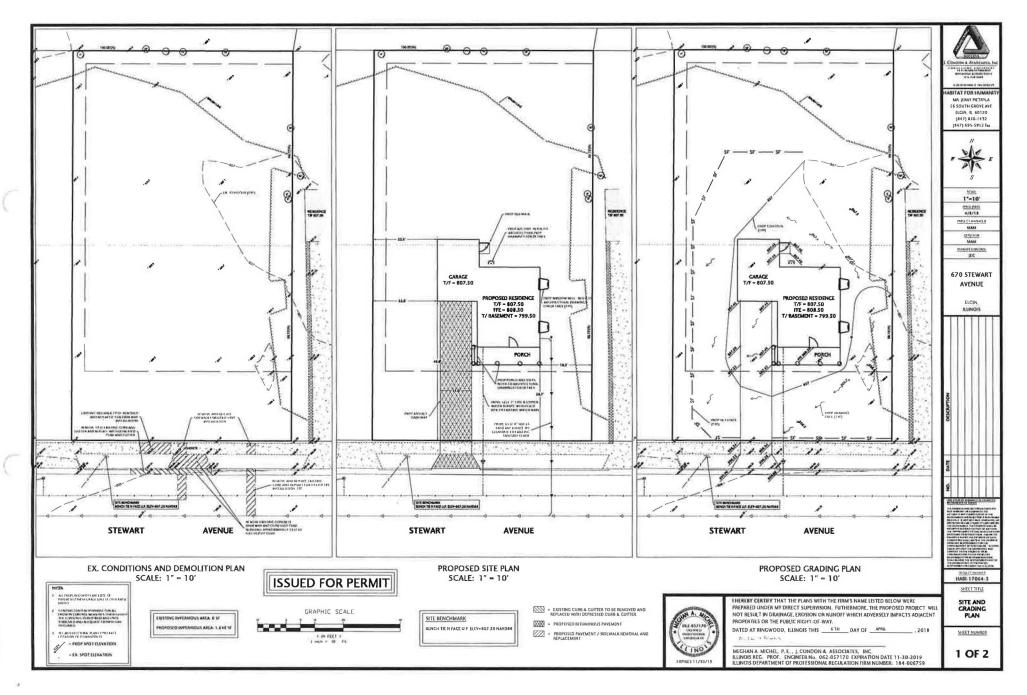
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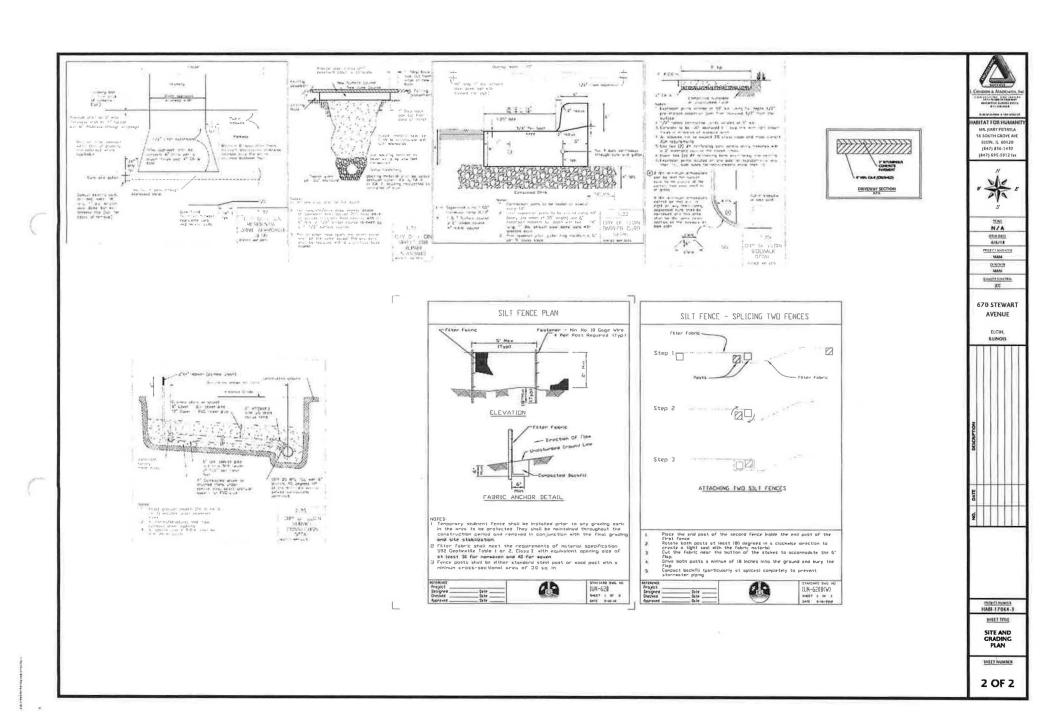


EXHIBIT F

670 Stewart Ave.

Matt Falco <falco_m@cityofelgin.org>

Fri 5/4/2018 1:47 PM

To: Jerry Pietryla <jerry.pietryla@habitatnfv.org>

Jerry

It sounds like this project needs to go through a zoning process before we can review it for permit. So, we need to put the review on hold until it gets approval for zoning.

Thank you,

Matt

Matt Falco Plans Examiner, City of Elgin falco_m@cityofelgin.org 847-931-5926

Good News regarding 670 Stewart, Elgin



Jerry Pietryla <jerry.pietryla@habitatnfv.org>

Mon 6/4/2018 4:16 PM

To: Bill Klaves <bill.klaves@habitatnfv.org>;Tom Clausen <tom.clausen@habitatnfv.org>;Jordan Pimentel <jordan.pimentel@habitatnfv.org>;Dave Butler <dave.butler@habitatnfv.org>

Just got a call from Damir Letinovic of the City of Elgin notifying us that we will be scheduled for the P&Z meeting on July

 2^{nd} . He also mentioned that the staff had no comments regarding our petition to rezone.

He did mention two issues, however:

- 1. Apparently an old staff member remembered that the property was an old watch factory of some sort, and that we would be prudent to check for any soil contamination.
- 2. He also mentioned that we might want to conduct "a little face time" with the adjacent neighbors to give them a "heads up" regarding our intentions.

Other than that we have no other obligations before the July 2nd meeting.

Jerry Pietryla
Habitat for Humanity of Northern Fox Valley
Critical Home Repair Supervisor & Pre-Construction Coordinator
56 South Grove Street
Elgin, IL 60120
(847) 836-1432 ext. 107
E-mail: jerry.pietryla@habitatnfv,org

EXHBIT H



Scope of Services / Contract Agreement

Page 1

P.O. Box 495, Antioch, Illinois 60002

Phone: 847-395-2488 Cell: 847-406-6969

E-Mail: statelineinc@att.net

June 12, 2018

Mr. Brendan Peterson Peterson Environmental, LTD. 4044 N. Lincoln Avenue # 137 Chicago, Illinois 60618

RE: <u>All Appropriate Inquiry (AAI) Phase I Environmental Site Assessment</u> in accordance with EPA 40 CFR Part 312 & ASTM E1527-13 to be performed at: 670 Stewart Avenue, Elgin, Illinois 60120 – Stateline Project No. 2018154

Dear Mr. Peterson:

Stateline Environmental Consulting Services, Inc. (Stateline) has been requested to submit the following contract for an AAI Phase I Environmental Site Assessment in accordance with EPA 40 CFR Part 312 & ASTM E1527-13 on the above referenced subject property. The scope of work is as follows:

1.0 Executive Summary

2.0 Introduction

- 2.1 Purpose
- 2.2 Scope of Services
- 2.3 Significant Assumptions
- 2.4 Limitations & Exceptions
- 2.5 Special Terms, Conditions & User Reliance

3.0 Site Description

- 3.1 Site Location & Legal Description
- 3.2 Site & Vicinity Characteristics
- 3.3 Current Use of the Property
- 3.4 Description of Structures & Improvements
- 3.5 Current Uses of the Adjoining Properties

**4.0 User Provided Information

- 4.1 Environmental Liens
- 4.2 Activity & Land Use Limitations
- 4.3 Specialized Knowledge or Experience of the User
- 4.4 Reason for Significantly Lower Purchase Price (Valuation Reduction)
- 4.5 Commonly Known or Reasonably Ascertainable Information
- 4.6 Degree of Obviousness (Obvious Releases from / to Subject Property)
- 4.7 Owner, Property Manager & Occupant Information 4.8 Reason for Performing Phase !
- 4.9 Other Information

5.0 Records Review

- 5.1 Standard Environmental Record Sources (Database Review)
 - 5.1.1 Limited Vapor Migration / Encroachment Screen
- 5.2 Additional Environmental Record Sources
- 5.3 Physical Setting Sources (Soil, Topographic, Wetland & Other Geologic Maps)
- 5.4 Historical Use Information on the Property
 - 5.4.1 Aerial Photograph Review
 - 5.4.2 Fire Insurance Map Review (If Available)
 - 5.4.3 Assessor Records
 - 5.4.4 Building / Fire Department Records
 - 5.4.5 City Directories (If Available)
- 5.5 Historical Use of Adjoining Properties

6.0 Site Reconnaissance

- 6.1 Methodology & Limiting Conditions
- 6.2 General Site Setting
 - 6.2.1 Above Ground and Underground Storage Tanks
 - 6.2.2 Hazardous Wastes & Materials / Petroleum Wastes & Materials
 - 6.2.3 Asbestos Observations
 - 6.2.4 Air Emissions Information
 - 6.2.5 Water Sources & Waste Water Discharge Information
 - 6.2.6 Poly Chlorinated Biphenyls (PCBs) Information
 - 6.2.7 Ponds, Pits, Lagoons, Wells & Sump Pits



Scope of Services / Contract Agreement

P.O. Box 495, Antioch, Illinois 60002

Phone: 847-395-2488 Cell: 847-406-6969

E-Mail: statelineinc@att.net

Page 2

7.0 Interviews

- 7.1 Interview with Owner
- 7.2 Interview with Site Manager
- 7.3 Interview with Occupants
- 7.4 Interview with Local Government Officials
- 7.5 Interview(s) with Others

8.0 Findings

8.1 Data Gaps

- 9.0 Opinions
- 10.0 Conclusions
- 11.0 Deviations
- 12.0 Additional Services
- 13.0 References
- 14.0 Signatures of Environmental Professionals
- 15.0 Qualifications of Environmental Professionals
- 16.0 Appendices
 - The Appendices will include available maps, site photographs obtained during the visual site inspection, historical Research documentation including, but not limited to aerial photographs, Fire Insurance Maps, Soil, Topographic and wetland maps, assessor records, building / fire department records, Freedom of Information Act Requests, a site setting map, a site drawing and the Database report.
- **According to ASTM 1527-13, Section 6 outlined in this Contract Agreement is the responsibility of the "user" or client. Any information regarding the subject site outlined in Section 6 should be submitted to Stateline upon acceptance of this agreement. Stateline has provided an optional User Questionnaire to be completed by the "user" and / or client. Stateline will consider the significance of the information provided (or not provided) within the User Questionnaire as part of this ESA.

Additional Components

- All work described within this Proposal is performed by an Environmental Professional or under the direct supervision of an Environmental Professional.
- This Phase I Environmental Site Assessment will be performed in accordance with EPA 40 CFR Part 312 and ASTM E1527-13 and generally accepted methodologies.
- Stateline must be granted access to all available areas the subject property at a time and date agreed upon by the undersigned.
- One electronic (PDF) copy of report will be completed and sent to the client. An invoice will be e-mailed to the client. If paper copies of the report are required, Stateline will generate a paper copy for an added cost of \$50.00 per copy.

Price:	\$1,500.00
Estimated Completion Time:	2 to 3 Weeks from Signed Authorization

The undersigned hereby execute this contract agreement on the date below:

Adam K. Zakroczymski III, E.P. - President

Stateline Environmental Consulting Services, Inc.

Date: June 12, 2018

Client Authorization

thern Fox Valley User Responsibilities: The "user" or client of this ESA hereby agrees to provide Stateline with confact information relating to scheduling the visual site inspection, as well as any available current and historical property information for use by Stateline

Billing Terms: By accepting this Contract Agreement the client and Stateline agree to the billing terms outlined here.

- Net amount due upon of receipt of report / completion of project.
- The client will be billed a 1.5% finance charge for balances exceeding 60 days. Additionally, the client may be subject to fees within reason relating to additional expenses incurred as a result of liens, collections or attorney fees.
- Payment is required despite the outcome (findings and conclusions) of this assessment.
- Should any investigation, documentation, reporting or information be required to fully complete this ESA that may not be available during the timeframe of this assessment, additional fees may be imposed at a rate of \$75.00/hr. No fees will be incurred by the client unless agreed upon by Stateline and its client before the work is completed.

RE: All Appropriate Inquiry (AAI) Phase I Environmental Site Assessment in accordance with EPA 40 CFR Part 312 & ASTM E1527-13 to be performed at: 670 Stewart Avenue, Elgin, Illinois 60120 - Stateline Project No. 2018154



Scope of Services / Contract Agreement

P.O. Box 495, Antioch, Illinois 60002

Phone: 847-395-2488 Cell: 847-406-6969

E-Mail: statelineinc@att.net

Page 3

ASTM E1527-13 User Questionnaire

Completion of this questionnaire is recommended to be completed by the "user" of the environmental site assessment in order to qualify for one of the Landowner Liability Protections (LLPs). It is understood that not all Phase I ESA's are used to qualify for LLPs. This questionnaire is *optional* in accordance with ASTM E1527-13, Section 6. Unless otherwise agreed upon between Stateline and its client, if this questionnaire is *not* completed in part or in whole, Stateline shall consider the significance of the absence of this information pursuant to the requirements of the Data Gap portion of the report (Section 12.7 of ASTM E1527-13).

the of recorded land title records (or judicial records where appropriate) identify any Activity Use, such as engineering controls, land use restrictions or institutional controls that are in place for property and / or have been filed or recorded against the subject property under federal, tribal all law?YesNoUnknown
re you involved in the same line of business as the current or former occupants of the property of groperty so that you would have specialized knowledge of the chemicals and processes used by the business? Yes No Unknown If yes, please explain and attach applicable on the subject property reasonably reflect the fair market value of the figure conclude that there is a difference, have you considered whether the lower purchase price intermination is known or believed to be present at the property? Yes No N/A see explain and attach applicable document(s): The fifth usually get lower prices For a supplicable document(s): For a supplic
If you conclude that there is a difference, have you considered whether the lower purchase price is a attamination is known or believed to be present at the property?YesNoN/A se explain and attach applicable document(s):
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EXHBIT I



All Appropriate Inquiry (AAI) Phase I Environmental Site Assessment Per EPA 40 CFR Part 312 & ASTM E1527-13

Project # 2018154

Performed At:

670 Stewart Avenue Elgin, Illinois 60120

Performed For:

Mr. Jerry Pietryla Habit for Humanity of Northern Fox Valley 56 S. Grove Street Elgin, Illinois 60120

Also Performed For:

Mr. Brendan Peterson Peterson Environmental 4044 N. Lincoln Avenue, #137 Chicago, Illinois 60618

Performed By:

Stateline Environmental Consulting Services, Inc.

Completed On:

July 17, 2018

Completed By:

Adam K. Zakroczymski III, E.P. – President Stateline Environmental Consulting Services, Inc.



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2007, 2013 & 2018)	77, 2002,
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1.0 Executive Summary:

As requested by Mr. Brendan Peterson of Peterson Environmental, Chicago, Illinois, Stateline Environmental Consulting Services, Inc. (Stateline) performed an All Appropriate Inquiry (AAI) Phase I Environmental Site Assessment (ESA) for use by Habit for Humanity of Northern Fox Valley, Elgin, Illinois at:

670 Stewart Avenue Elgin, Illinois 60120

This AAI ESA was performed in accordance with EPA 40 CFR Part 312 and ASTM E1527-13 in order to identify the potential for hazardous substances or petroleum products, which would be considered a "Recognized Environmental Condition."

Mr. Adam K. Zakroczymski III, E.P., President of Stateline, conducted a visual site inspection of the subject property on June 27, 2018. Stateline personnel were unescorted throughout the subject property.

The subject property consists of one rectangular shaped parcel of land comprised of approximately 0.24 acres. At the time of the visual property inspection, the subject property consisted of completely unimproved grassy land with narrow clusters of trees located at the far northern and eastern property boundaries. Stateline noted cut wood and branches piled near the northeastern corner of the property, as well as along the eastern property boundary line. No signs of prior construction such as old foundations and / or demolition debris were noted during the visual property inspection.

Stateline did not observe any surface soil staining or stressed vegetation at the subject property.

<u>Visual Observations</u>: Stateline did not observe any "Recognized Environmental Conditions" at the subject property during the visual property inspection. It should be noted, however, that a Shell Gas Station is located approximately 81 feet southwest of the subject property and addressed as 1389 Dundee Road. This facility is listed as a LUST site, UST site, RCRA Non-Gen site and a Spills site. This facility will be discussed in greater detail below.

Historical Observations: Based on information available to Stateline, the subject property was originally developed as a residence in 1918. A detached garage was erected at the subject property in 1978 and the subject property remained relatively unchanged and used for residential purposes until the residence and detached garage were razed in 1995. The subject property was intended to be redeveloped for use as a parking lot, however, that redevelopment never occurred and the subject property has consisted of an unimproved grassy lot from 1995 through present day. Stateline personnel submitted a Freedom of Information Act (FOIA) Request to the City of Elgin requesting any building records that may be on file for the subject property. Within the documentation received by Stateline were notes from May 13, 1993 indicating that City Officials were awaiting information from the "environmental study." This pertains to a release of radium associated with the former industrial facility located immediately adjacent to the west. It was suspected that impacts to the subject property may exist as a result of this release. No additional information was available to Stateline. The possibility of the subject property being impacted by a release of radium originating from the adjacent west property represents a "Recognized Environmental Condition." Executive Summary Continued on Next Page:

Executive Summary Continued:

Historical Observations (Adjacent West Property): The property located immediately adjacent to the west of the subject property, addressed as 1409 Dundee Avenue, was originally developed as a 5,280 square foot industrial property in the early 1950's. Based on information available to Stateline found within a newspaper article dated August 18, 1988 obtained from the Elgin Township Assessor's Office, this industrial facility was originally used as M.J. Silbert Watch Dial Co. from 1954 through 1971 to manufacture watch dial faces and hands, which involved painting the watch faces and dials with radium, a radioactive substance that enabled these components to glow in the dark. The facility was later used by Independent Postal Services from 1972 through 1974 and Lenny Fine Furniture Co. from 1974 through 1986. This property was contracted for purchase again in 1986 with the intention of using the facility as an orthopedic surgery center. The 1986 purchasers reportedly revealed that the building interior and subsurface soils contained concentrations of radium. The Department of Nuclear Safety conducted a radiological survey of the property and the subsequent report illustrated that M.J. Silbert Watch Dial Co. was registered as a "radiation installation" facility, but was in operation prior to radioactive material licensing requirements. According to the report, surface soil radiation levels at the south interior wall of the facility exceeded the suggested limits in 1988. Radium 226 was found at various depths in the soil outside the east wall and yard adjacent to the building (closest to the subject property). Radiation levels ranged from 381 picocuries per gram to 1,170 picocuries per gram. It should be noted that no additional information pertaining to any environmental remediation was made available to Stateline. A FOIA Request was also submitted to the City of Elgin for the 1409 Dundee Avenue property, however, no indications of any remediation were revealed within this information. Based on the known release of radioactive materials at the adjacent west property, Stateline would consider this a "Recognized Environmental Condition" to the subject property.

A review of building records obtained from the City of Elgin for the 1409 Dundee Avenue property revealed that a 1,500-gallon heating oil underground storage tank was permitted for removal on October 4, 1995. Information reviewed for this property at the Elgin Township Assessor's Office indicated that the UST was removed and a leak had occurred. According to a document prepared by the Elgin Township Assessor's Office, additional soil removal was necessary, however, no indications of any additional soil remediation being performed were reviewed. It should be noted that this UST site is not depicted on the ERIS Database Report obtained by Stateline for use within this report, however, the UST does appear to have been registered with the Office of the State Fire Marshal (OSFM) for removal as facility # 2034306. A review of the OSFM Division of Petroleum and Chemical Safety online database indicates that the UST has a removal date of October 4, 1995. No indications that a release was reported to the Illinois Emergency Management Agency (IEMA) were depicted on the OSFM Facility Details Report obtained by Stateline. Based on the fact that a documented release had occurred from this UST at the adjacent west property, Stateline would consider potential impacts originating from the heating oil UST to pose a "Recognized Environmental Condition" to the subject property.

Executive Summary Continued on Next Page:

Executive Summary Continued:

Historical Observations (Adjacent Southwest Property): The adjacent property to the southwest, beyond Stewart Avenue is currently used as a Shell Gas Station, which is listed as a UST site, a LUST site, a Spills site and a RCRA Non-Gen site. The LUST incident at this property pertains to a release of heating oil from one 1,000-gallon UST that was removed on October 13, 2006 and reported to the IEMA on the same day. A 45-Day Report for this incident was submitted to the IEPA on November 29, 2006, which indicated that during the removal of the 1,000-gallon heating oil UST several holes and pitting of the UST were encountered along the seams and base of the tank. An unknown amount of contaminated backfill was removed and disposed of at the time of the removal of the UST. The IEPA approximates that 25 cubic yards of impacted soil was removed. No groundwater was encountered at the time of removal. The IEPA review notes indicate that four (4) sidewall and two (2) floor samples were obtained from the excavation pit and submitted for laboratory analysis of benzene, toluene, ethylbenzene and xylenes (BTEX), methyl-tert-butyl-ether (MTBE) and polynuclear aromatic hydrocarbons All results were below the IEPA Tier 1 Remediation Objectives. recommended that a "No Further Remediation" (NFR) Letter be issued for this incident. The IEPA issued the NFR Letter on January 22, 2007, which was recorded with the Kane County Recorder of Deeds Office on February 21, 2007. No Engineered Barriers, Preventative Controls, Land Use Limitations or Environmental Land Use Controls were noted within the NFR other than the NFR being recorded as part of the permanent part of the chain of title for the property. Based on information reviewed by Stateline, this LUST incident does not appear to pose a "Recognized Environmental Condition" to the subject property.

This property is listed with the OSFM as having a total of five (5) USTs registered to this facility. These USTs consist of three (3) 12,000-gallon USTs, one 550-gallon used oil tank (removed on January 1, 1989) and one 1,000-gallon heating oil UST (removed on October 13, 2006). Of the three (3) USTs remaining at the subject property, two (2) contain gasoline and one contains diesel fuel. These three (3) USTs have an installation date of May 6, 1986 and consist of fiberglass single-walled tanks with fiberglass piping, fiberglass corrosion protection and proper tank and line leak protection.

Based on additional information reviewed by Stateline from the OSFM, this facility appears to have been used as a gasoline filling station since sometime prior to 1967. Due to the longtime use of this property as a gasoline filling station, combined with the potential of any unknown release to the subsurface soils / groundwater, Stateline would consider this gas station to pose a "Recognized Environmental Condition" to the subject property.

Conclusions Outlined on Next Page:

Executive Summary Continued:

Conclusions:

After a review of available record sources, a visual inspection of the subject property and interviews with individuals with knowledge of the property, "RECOGNIZED ENVIRONMENTAL CONDITIONS" ARE PRESENT in conjunction with the subject property or immediately adjacent properties as follows:

- 1. The property located immediately adjacent to the west of the subject property, addressed as 1409 Dundee Avenue, was originally used as M.J. Silbert Watch Dial Co. from 1954 through 1971 to manufacture watch dial faces and hands, which involved painting the watch faces and dials with radium, a radioactive substance that enabled these components to glow in the dark. This property was contracted for purchase in 1986. The 1986 purchasers reportedly revealed that the building interior and subsurface soils contained concentrations of radium. The Department of Nuclear Safety conducted a radiological survey of the property and the subsequent report illustrated that M.J. Silbert Watch Dial Co. was registered as a "radiation installation" facility, but was in operation prior to radioactive material licensing requirements. According to the report, surface soil radiation levels at the south interior wall of the facility exceeded the suggested limits in 1988. Radium 226 was found at various depths in the soil outside the east wall and yard adjacent to the building (closest to the subject property). Radiation levels ranged from 381 picocuries per gram to 1,170 picocuries per gram. It should be noted that no additional information pertaining to any environmental remediation was made available to Stateline. A FOIA Request was also submitted to the City of Elgin for the 1409 Dundee Avenue property, however, no indications of any remediation were revealed within this information. Based on the known release of radioactive materials at the adjacent west property, Stateline would consider this a "Recognized Environmental Condition" to the subject property.
 - a. Recommendation: Stateline would recommend that a Phase II Subsurface Soil Investigation be performed at the subject property to investigate if elevated levels of radium / radiation is present within the subsurface soils.
- 2. A review of building records obtained from the City of Elgin for the 1409 Dundee Avenue property revealed that a 1,500-gallon heating oil underground storage tank was permitted for removal on October 4, 1995. Information reviewed for this property at the Elgin Township Assessor's Office indicated that the UST was removed and a leak had occurred. According to a document prepared by the Elgin Township Assessor's Office, additional soil removal was necessary, however, no indications of any additional soil remediation being performed were reviewed. No indications that a release was reported to the IEMA were depicted on the OSFM Facility Details Report obtained by Stateline. Based on the fact that a documented release had occurred from this UST at the adjacent west property, Stateline would consider potential impacts originating from the heating oil UST to pose a "Recognized Environmental Condition" to the subject property.
 - a. Recommendation: Stateline would recommend that a Phase II Subsurface Soil Investigation be performed at the subject property to investigate if a release of heating oil from this UST system has migrated onto and possibly impacted the subsurface soils and / or groundwater at subject property.

Executive Summary (Conclusions) Continued on Next Page:

Executive Summary (Conclusions) Continued:

- 3. Based on additional information reviewed by Stateline from the OSFM, the Shell Gas Station located adjacent to the southwest of the subject property, beyond Stewart Avenue appears to have been used as a gasoline filling station since sometime prior to 1967. Due to the longtime use of this property as a gasoline filling station, combined with the potential of any unknown releases to the subsurface soils / groundwater, Stateline would consider this gas station to pose a "Recognized Environmental Condition" to the subject property.
 - a. Recommendation: Stateline would recommend that a Phase II Subsurface Soil Investigation be performed at the subject property to investigate if any petroleum contamination has impacted the subsurface soils and / or groundwater at the subject property.

Additional Comments: Due to the fact that the proposed use of the subject property is for residential purposes, the potential presence of subsurface contamination relating to radium and petroleum must be evaluated. These evaluations would then provide a solid understanding of the overall environmental integrity of the subject property and assess the need for additional sampling relating to Radon and Vapor Intrusion.

Stateline will provide a Scope of Work Proposal for the above recommendations at the request of the client.

Habitat for Humanity of Northern Fox Valley - 670 Stewart Ave., Elgin, IL

Jerry Pietryla < jerry.pietryla@habitatnfv.org>

Thu 11/29/2018 3:53 PM

To: Kelly.Grahn@illinois.gov < Kelly.Grahn@illinois.gov>

Cc: Kelly.Horn@illinois.gov <Kelly.Horn@illinois.gov>;Tom Clausen <tom.clausen@habitatnfv.org>;Barb Beckman
<barb.beckman@habitatnfv.org>;Bill Klaves <bill.klaves@habitatnfv.org>;Jordan Pimentel <jordan.pimentel@habitatnfv.org> Mr. Grahn,

It was a pleasure speaking with you this morning about our property at 670 Stewart Ave, Elgin. As you suggested, I am requesting from you and Mr. Horn, to start the process required to conduct a "walk over survey." Including any other procedure that would give us assurance that we are building a safe home for a deserving family free of any radioactivity. I understand that this can only be accomplished, when and if, the adjacent property owner also agrees to this activity.

As I mentioned, several months ago we tried to contact the adjacent property owner for a rezoning issue, with no success. The name and address we had for the property owner of 1409 Dundee Ave. is:

Please let us know if you have any success contacting Ex. 6 - Pll ? We will try to assist you in any way possible.

Thank you for your time, looking forward to working with you.

Jerry Pietryla Habitat for Humanity of Northern Fox Valley Critical Home Repair Supervisor & Pre-Construction Coordinator 56 South Grove Street Elgin, IL 60120 (847) 836-1432 ext. 107

E-mail: jerry.pietryla@habitatnfv.org

EXHBITK



ILLINOIS EMERGENCY MANAGEMENT AGENCY

JB Pritzker
Governor

Alicia Tate-Nadeau Acting Director

October 18, 2019

Mr. Mike Ribordy Chief, Emergency Response Section 2 Emergency Response Branch 2 U.S. EPA, Region 5 Chicago, Il 60604

Subject: Radium-226 contamination at 1409 Dundee Avenue and 670 Stewart Avenue, Elgin, Illinois

Dear Mr. Ribordy:

On behalf of the Illinois Emergency Management Agency (IEMA), I am requesting the Region 5 Office of the United States Environmental Protection Agency (USEPA) assign an On-Scene Coordinator to consider possible time-critical removal actions at 1409 Dundee Avenue and 670 Stewart Avenue, Elgin, Illinois.

Records indicate that the M.J. Silbert Watch Dial Company operated a watch manufacturing operation at 1409 Dundee Avenue from 1954 to 1971 using radium sulfate paint for radioluminescence purposes. As a result of the watch dial operations, 1409 Dundee and the neighboring property, 670 Stewart Avenue, became contaminated with radium-226. The properties are currently owned by the Stacy Construction Company and the Habitat for Humanity of Northern Fox Valley, respectively, and are vacant lots without controls in place to limit site access.

The two subject properties, Figures 1 and 2 in Attachment 1, are contiguous properties located in the northeastern portion of Elgin and are bordered by commercial properties on the south and west. The property directly north is owned and occupied by the Church of the Brethren Benefit. The eastern and southeastern border is a residential neighborhood. Further, Dundee/Trout Park is adjacent from the northwestern corner of 1409 Dundee. Figure 3 in Attachment 1 provides an indication of the number of residential, public, and privately owned properties within a 1,000-foot radius from the properties.

With permission from the current owners, IEMA conducted a cursory radiological site assessment for the two properties on July 31, 2019. The assessment consisted of a gamma count rate walkover survey utilizing a 2x2 sodium iodide detector coupled to a Ludlum 2221 rate meter, gamma dose rate measurements, and soil sampling. All soil samples were submitted to IEMA's Radiochemistry Laboratory for gamma spectral analysis.

The gamma spectral analysis identified radium-226 concentrations ranging from natural background to 226 picocuries per gram (pCi/g). Further, IEMA's analysis identified an increased radium-228 concentration, 75.4 pCi/g, for the 670 Stewart parcel. IEMA suspects the increased radium-228 concentrations can be attributed to naturally occurring radioactive material in brick building debris located on-site.

IEMA does not have the personnel or financial resources necessary to conduct further assessment of the properties. As such, if the USEPA concurs with our request for a time-critical removal action, IEMA would suggest a comprehensive radiological site assessment be conducted.

Please have your On-Scene Coordinator contact me at his/her earliest convenience. At that time, IEMA can provide additional site assessment information and other relevant site information. Thank you for your support and consideration to this matter and we look forward to hearing from the USEPA about this project.

Sincerely

Kelly Horn

Head of Environmental Management

Division of Nuclear Safety

Illinois Emergency Management Agency

Email cc:

Adnan Khayyat, IEMA Louise Conway, IEMA Jerry Willman, IEPA Paul Lake, IEPA Sam Borries, USEPA IEMA Site File

Attachment 1

Figure 1 1409 Dundee Avenue Parcel Boundary



Figure 2
670 Stewart Avenue Parcel Boundary



X 1003014 4816032213 Y. 1905070.5782345034 Let 42.063050 Leg. -88.254230 XXIIn. 1002769 77 YIER. 1805474 83 XXIIn. 1003138-84 YMex. 1806750.63 (390)

Figure 3

1,000-Foot Radius From Properties



EXHBITL

Consent to Access Property - 670 Stewart Avenue, Elgin, IL

Haag, Daniel < Haag. Daniel@epa.gov>

Mon 2/10/2020 12:28 PM

To: Jerry Pietryla <jerry.pietryla@habitatnfv.org>

1 attachments (247 KB)

Access Agreement_blank_Habitat for Humanity.pdf;

Good Afternoon Jerry,

I received your contact information from Tom Clausen, and this email is in follow up to a voicemail that I left you.

Attached please find an Access Agreement for 670 Stewart Avenue in Elgin, IL. The Illinois Emergency Management Agency has referred this address to the U.S. EPA for additional investigation and evaluation. U.S EPA would like to access the property to conduct a radiation walkover survey during the week of February 17th. This survey will allow us to better prepare a plan for a subsurface investigation. To begin our survey work, we will need the attached access agreement signed and returned.

I understand that you are out of the office at present and should be returning on Wednesday, February 12th. As detailed on my voicemail, I will give you a call to discuss further or you can reach me at (312)-886-6906.

Thank you, Dan

Dan Haag, CHMM

On-Scene Coordinator
U.S. EPA, Region 5
Superfund & Emergency Management Division
77 West Jackson Blvd (SE-5J)
Chicago, IL 60604
(o) 312.886.6906



haag.daniel@epa.gov





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5 77 WEST JACKSON BOULEVARD CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF

SE-5J

CONSENT FOR ACCESS TO PROPERTY

SITE NAME:

Silbert Watch Company Site

PROPERTY OWNER:

Habitat for Humanity of Northern Fox Valley

PROPERTY ADDRESS:

670 Stewart Avenue, Elgin, IL 60120

I consent to officers, employees, contractors, and authorized representatives of the United States Environmental Protection Agency (U.S. EPA) entering and having continued access to this property for the following purposes:

- Conducting monitoring and sampling activity;
- Collection of soil, sediment, water, and air samples as necessary;
- Drilling or excavating holes for subsurface investigation;
- Containing hazardous materials present on the property;
- Performing other actions to investigate contamination on the property that U.S. EPA may determine to be necessary;
- Preparing for and disposing of hazardous materials; and
- Taking any response action to address any release or threatened release of a hazardous substance, pollutant or contaminant which U.S. EPA determines may pose an imminent and substantial endangerment to the public health or the environment.

I realize that these actions taken by U.S. EPA are undertaken pursuant to its response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. '9601 et seg.

This written permission is given by me voluntarily, on behalf of myself and all other co-owners of this property, with knowledge of my right to refuse and without threats or promises of any kind.

12/2020

Barbara Beckman Executive Director
Printed Name and Title

Signature Property Owner/Authorized Representative

EXHIBITN

RE: Time-Critical Request - 670 Stewart Ave., Elgin

Horn, Kelly < Kelly. Horn@illinois.gov>

Fri 10/29/2021 1:27 PM

To: Jerry Pietryla < jerry.pietryla@habitatnfv.org>

Cc: Tom Clausen <tom.clausen@habitatnfv.org>;Barbara Beckman <barb.beckman@habitatnfv.org>;Jordan Pimentel <jordan.pimentel@habitatnfv.org>;Grahn, Kelly <Kelly.Grahn@illinois.gov>;Mitchell, James

<mitchell.james@epa.gov>;Jablonowski, Eugene <jablonowski.eugene@epa.gov>

Hi Jerry -

Jim Mitchell, cc'd on this email, with the USEPA is now the contact person for this project. Let me know if you need further assistance.

Regards,

Kelly Horn, Branch Chief Environmental Management Division of Nuclear Safety Illinois Emergency Management Agency

1301 Knotts Street Springfield, IL 62703

P: 217.558.5135

E: Kelly.Horn@illinois.gov

From: Jerry Pietryla < jerry.pietryla@habitatnfv.org>

Sent: Friday, October 29, 2021 1:16 PM **To:** Horn, Kelly <Kelly.Horn@illinois.gov>

Cc: Tom Clausen <tom.clausen@habitatnfv.org>; Barbara Beckman <barb.beckman@habitatnfv.org>; Jordan

Pimentel < jordan.pimentel@habitatnfv.org>

Subject: [External] FW: Time-Critical Request - 670 Stewart Ave., Elgin

I am hopeful that you remember our interaction back in 2019, and can now help us again. Mr. Daniel Haag from the U.S. EPA, Region 5 has been working with us since 2019. Unfortunately, a recent e-mail to his address was sent back as undeliverable. We are not sure what the circumstances are for his departure, but were not made aware of an alternative contact person.

Can you recommend a contact person we can continue this remediation work with?

Thank you,

Jerry Pietryla
Habitat for Humanity of Northern Fox Valley
Home Preservation Supervisor & Pre-Construction Coordinator
56 South Grove
Elgin, Illinois 60120
(847) 836-1432 ext. 107

e-mail: jerry.pietryla@habitatnfv.org

EXHIBIT O

Assessment 670 Stewart Property

Mitchell, James <mitchell.james@epa.gov>

Mon 5/2/2022 10:08 AM

To: Jerry Pietryla < jerry.pietryla@habitatnfv.org>

Mr. Pietryla,

My name is Jim Mitchell and I took over management of the site assessment from Dan Haag, at the 670 Stewart property in Elgin, IL. I will be out at the property this Thursday 10:00 AM CST to get my fist look at it. I am planning to schedule the site assessment in the next couple of months. We are finalizing the details of the site assessment plan. I anticipate the work will take approximately 4-5 days at the site. If you schedule allows, I would like to meet you at the site this Thursday and I would be able to answer any of you questions.

Please let me know if you will be able to make it this Thursday. My cell phone number is Ex. 6 - PII

Thanks!

Jim...

Jim Mitchell
Federal On-Scene Coordinator
U.S.EPA Superfund Division
Emergency Response Branch
600 A. Joliet Road
Willowbrook, Illinois 60527
Office (312) 353-9537
24 Hour Emergency (312) 353-2318



RE: 670 Stewart, Elgin, IL - Habitat for Humanity of Northern Fox Valley

EXHBIT P

Mitchell, James < mitchell.james@epa.gov>

Wed 6/22/2022 4:04 PM

To: Jerry Pietryla < jerry.pietryla@habitatnfv.org>

Cc: Tom Clausen <tom.clausen@habitatnfv.org>;Barbara Beckman <barb.beckman@habitatnfv.org>;Jordan Pimentel <jordan.pimentel@habitatnfv.org>

Mr. Pietryla,

We were not able to start this week. I was waiting for the delivery of plastic inserts needed for the subsurface investigation. The plastic inserts protect our detectors from coming into contact with water. We did receive these supplies yesterday and I am coordinating with the team on a new date. Right now it looks like we will be out there the week of July 11 thru the 15th. I do not anticipate any other delays.

Jim...

Jim Mitchell
Federal On-Scene Coordinator
U.S.EPA Superfund Division
Emergency Response Branch
600 A. Joliet Road
Willowbrook, Illinois 60527
Office (312) 353-9537
24 Hour Emergency (312) 353-2318



From: Jerry Pietryla < jerry.pietryla@habitatnfv.org>

Sent: Wednesday, June 22, 2022 3:37 PM
To: Mitchell, James <mitchell.james@epa.gov>

Cc: Tom Clausen <tom.clausen@habitatnfv.org>; Barbara Beckman <barb.beckman@habitatnfv.org>; Jordan Pimentel <jordan.pimentel@habitatnfv.org>

Subject: RE: 670 Stewart, Elgin, IL - Habitat for Humanity of Northern Fox Valley

Mr. Mitchell.

Sorry that I haven't been able to get out to the site this week. How are things going?

Jerry Pietryla

Habitat for Humanity of Northern Fox Valley
Home Preservation Supervisor & Preliminary and Post Construction Coordinator
56 South Grove
Elgin, Illinois 60120
(847) 836-1432 ext. 107
e-mail: jerry.pletryla@habitatnfy.org

From: Mitchell, James [mailto:mitchell, james@epa.gov]

Sent: Friday, May 27, 2022 2:47 PM

To: Jerry Pietryla < jerry pietryla@habitatnfv.org>

Cc: Tom Clausen <tom.clausen@habitatnfv.org>; Barbara Beckman

barb.beckman@habitatnfv.org>; Jordan Pimentel <jordan.pimentel@habitatnfv.org>

Subject: RE: 670 Stewart, Elgin, IL - Habitat for Humanity of Northern Fox Valley

Mr. Pietryla,

Thanks for taking care of the removal of dead trees and brush. I will be out at the property this Wednesday, June 1st to perform some additional survey work in the area where you just cleaned up. Tentatively, I am planning on performing the subsurface investigation the week of June 19th. I anticipate it will take 3-4 days to complete this work. I will have approximately 7 staff onsite to assist with this investigation, including staff from the Illinois Emergency Management Agency. As we move closer to this week, I will keep you updated if there are any changes to this schedule.

Thanks for you assistance.

Jim...

Jim Mitchell
Federal On-Scene Coordinator
U.S.EPA Superfund Division
Emergency Response Branch
600 A. Joliet Road
Willowbrook, Illinois 60527
Office (312) 353-9537
24 Hour Emergency (312) 353-2318

EXHBIT Q

U.S. EPA General Notice Letter and Information Request- Silbert Watch Company, 1409 Dundee Avenue, Elgin, Kane County, Illinois

Schwer, Don <Schwer.Don@epa.gov>

Thu 11/10/2022 10:45 AM

To: Barbara Beckman <barb.beckman@habitatnfv.org>
Cc: Tom Clausen <tom.clausen@habitatnfv.org>;Jerry Pietryla <jerry.pietryla@habitatnfv.org>;Mitchell, James <mitchell.james@epa.gov>

2 attachments (552 KB)

Silbert Watch Co_C5RG_GNL&104e_Habitat 4 Humanity-Helmut Gerlach_11-08-2022.pdf; Small Business Resources Information Sheet January 2022.pdf;

Dear Ms. Beckman,

Please find the attached General Notice of Potential Liability and Request for Information that the U.S. Environmental Protection Agency is issuing pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) regarding the Silbert Watch Company Site located at 1409 Dundee Avenue, Elgin, Kane County, Illinois. A hard copy of the letter will be mailed to your office. You are receiving this letter because Habitat for Humanity is a current owner of property where hazardous substances have been identified. Please feel free to contact me to discuss the letter, my contact information is below.

The enclosed letter indicates that your response to the notice of potential liability is due within fifteen (15) calendar days and your response to the information requests is due within thirty (30) calendar days. CERCLA may exempt certain parties from liability including innocent landowners and/or contiguous property owners (please see Third Party Defenses/Innocent Landowners | US EPA, Contiguous Property Owners | US EPA). The Habitat for Humanity may qualify for one or multiple exemptions from liability. Nonetheless, this letter allows you to voluntarily perform or finance the response activities that EPA determines are required at the Site. Additionally, the letter requests information you may have related to your ownership and the contamination at the Site.

To the extent possible, you are strongly encouraged to submit your response electronically. If your response is too large to be submitted over email please contact me to make additional arrangements for submitting your response. Please respond to this email to acknowledge receipt. You can contact me if you require an extension to respond to this letter.

We sincerely hope you and your family are safe and healthy.

Sincerely,

Donald R. Schwer III
Enforcement Investigator
Enforcement Support Section, Emergency Response Branch #2
Superfund & Emergency Management Division
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard (SE-5J)
Chicago, Illinois 60604

Phone: 312-353-8752

Email: schwer.don@epa.gov